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The Solicitors' Journal

VOL. LXXVIII. **Saturday, April 21, 1934.** No. 16

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Current Topics.

Law Works and Literature.

In his address at the opening of the new buildings of the London Library last week Mr. Baldwin modestly declared that he was no scholar, but nevertheless he claimed to be catholic in his literary taste, although, as he went on to admit, there were some types of book against which he waged war, and among these he classed volumes of law reports. In the earlier part of the same day he mentioned that he had been in the library of the House of Commons, where he found his gaze riveted on vol. 165 of English Cases, Ecclesiastical, Admiralty, and Probate and Divorce, the sight of which made him feel that he was among those volumes to which Lowell referred when he said that it would be a good thing, in all public collections of books, to have a wing set apart for works marked "Literature suited to Desolate Islands." At this, Mr. Baldwin's audience sympathetically smiled. In their view, between law books and literature there is a great gulf fixed, and they who think so can claim the authority of Charles Lamb, the friend of many lawyers, who, in his "Detached Thoughts on Books and Reading," made out a long list of books which were no books, among these he numbered statutes at large and kindred volumes. The function of all legal literature is instructive rather than literary, but there is no reason why in conveying professional instruction they should not do this in scholarly language, not without charm, and to the credit of the profession it may be claimed that the standard of legal literature from the point of view of style is now very much higher than formerly it was, a result due, no doubt, in large measure to the influence of such men as Sir Henry Maine, Sir Frederick Pollock, Professor Maitland and others whose own work has a fascination that wins for it many readers. Mr. Baldwin singled out a volume of reports as apparently the very antithesis of literature. True, the ordinary reader in quest of literary delights rarely seeks this in law reports, but it is worth remembering that Sir Arthur Quiller-Couch, when engaged in the compilation of the "Oxford Book of English Prose," selected three extracts from the reports as signal examples of legal exposition in language, logical and scholarly, fitted to attract and enthral the reader to whom style is one of the *desiderata* in books.

The Tithe Bill.

Some mitigation of the burden resting on tithe payers will be achieved if and when the new Tithe Bill, which passed its second reading in the House of Lords on 17th April, is passed into law. It is described in the preamble as a measure "to amend the provisions of the Tithe Act, 1891, relating to the partial remission in certain cases of sums due in respect of tithe rent-charge and to the method of recovering tithe rent-charge and for purposes connected with the matters aforesaid." It proposes that, instead of the excess of tithe rent-charge being remitted when exceeding two-thirds of the annual value of land, it should, when due on 1st October, 1934, or 1st April or 1st October in any subsequent year, be irrecoverable as to the excess over one-fifth of the annual value of those lands as assessed for income tax purposes under Schedule B for the twelve months ending on the 5th of April in the year in which the sum becomes due. Provision is made for the owner of lands out of which any tithe rent-charge issues, to obtain a certificate from the surveyor of taxes stating the annual value of such lands, and he must, in order to obtain the statutory relief, before 1st October, 1934, as respects any sum due on that date or before 1st February in any subsequent year, transmit the certificate within fifteen days after receiving it, to the tithe owner concerned. The result of this will be that relief will be obtainable by the tithe payer without his having to be sued for the full amount due in the county court, as hitherto (see s. 8 Tithe Act, 1891). The Bill also provides an alternative method of recovery of tithe rent-charge by action in the county court without limitation of amount against the person who, at the date of the commencement of the action, was the owner of the lands out of which the tithe rent-charge issues. This is to apply also to redemption moneys, expenses of redemption or of altered apportionments or other expenses which by any enactment in the Tithe Acts, 1836 to 1925, or the Extraordinary Tithe Redemption Act, 1886, are directed to be recovered as tithe rent-charge. Undoubtedly, the burden of the charge has been grievously heavy, especially on farmers who bought their land at inflated prices immediately after the war, and it is to be hoped that the new measure will contribute appreciably towards removing the sense of grievance that exists and removing all possibility of future disturbances in the country.

Cigarette Machines in Private Houses.

In two recent appeals by way of case stated from justices in quarter sessions and in petty sessions respectively (*Fitzpatrick* v. *Bate* (78 Sol. J. 256); *Mitchell* v. *Page* (78 Sol. J. 277)), the Divisional Court stated the law on the liability of persons with cigarette machines in their private houses to take out a licence to retail tobacco. The duty is imposed by s. 13 of the Tobacco Act, 1842, on "persons hawking or selling or offering for sale any tobacco or snuff of any description in any house or premises

or in or about the streets or highways or other places to be licensed as a manufacturer of, or dealer in, or retailer of, tobacco in his entered premises," i.e., the premises wherein the trade or business is exercised or carried on. In the first case the householder (who was a departmental clerical officer of customs and excise) signed a contract for the installation of an automatic machine which provided that " the place of delivery of the packets of cigarettes shall be the place of business of the Service," the Service being the Charter House Service, which had a licence to retail tobacco and which supplied the automatic machines. The cigarettes were brought to this house done up in cartons with the householder's name outside. In the second case, however, they were brought loose in an attaché case. The Lord Chief Justice quoted Mr. Justice WILLS who said, in *Platts* v. *Campbell* [1895] 2 Q.B. 229, at p. 232, that the real question was : " Where did the material element of the transaction take place," and Mr. Justice WRIGHT who said in the same case : " There is no sale so long as it is uncertain to what articles the contract applies." The court dismissed the appeal in the first case on the ground that there was just sufficient evidence to entitle the justices to find that the sale took place at the place of business of the Chester Home Service, but as in the second case there was no evidence of a *bonâ fide* order, or of an appropriation at the premises to which the licence applied, the appeal had to go back to the justices with a direction to find that the offence charged was proved.

Interest and Civil Proceedings.

THE rule that interest is not recoverable in civil proceedings except where the claim is on a contract having an express or implied term under which interest is payable, or where there is a statutory provision allowing interest, or where it is considered equitable to do so, has been made the subject of the second interim report of the Law Revision Committee. The rule was clearly established in *Eddowes* v. *Hopkins*, 1 Douglas 376, by Lord MANSFIELD in 1780, but efforts to upset it were made from time to time. In *London, Chatham and Dover Railway Co.* v. *South Eastern Railway Co.* [1893] A.C., at p. 437, Lord HERSCHELL, although expressing himself as disposed to decide that a person wrongfully withholding money from another ought in justice to pay interest when the other was driven to legal proceedings, felt bound by the authorities to hold otherwise. Lord SHAND in his speech regretted that the English law on the point was not the same as the law of Scotland, where there is a general rule that where money is shown to have been due and demanded interest runs if the demand or request is not acceded to. The Committee makes the radical suggestion that the old and rigid rule should now be altered so that the courts, including all appellate tribunals, should have the power to award interest in every case in their discretion where it is not already provided for by statute, or by the contract, or otherwise. There are, states the report, some cases in which it is reasonable that the debtor should have had a certain time for investigation, and in such cases the court might well award interest only from the date when such reasonable time has expired, as is often done at present in claims under insurance policies. The Committee sees no reason why a different rule should apply to damages for libel and slander or for pain and suffering in personal injury from that applying to debts, damages for breach of contract or damages for tort. In any case, the court will have a discretion. This discretion should vest in the judge rather than in the jury. There still remain the question of the doctrine of no contribution between joint tort-feasors and that of the liability of the husband for the torts of the wife for the special consideration of the Committee, and if reports on these subjects are forthcoming with the same promptitude as the first two reports, the Committee will earn the congratulations of all who are acquainted with the difficulty of their task.

Contributory Negligence.

THE defence of contributory negligence simply consists in saying that the damage alleged resulted from the negligence of the plaintiff himself, and, to quote Sir JOHN SALMOND'S " Law of Torts " (7th ed., p. 35), " if he had used due care for his own safety, he would have come to no harm notwithstanding the negligence of the defendant." Its application to a case where breach of statutory duty is alleged was recently considered in *Flower* v. *Ebbw Vale Steel Iron & Coal Co. Ltd.* [1934] W.N. 35 (78 SOL. J. 154), in which the plaintiff had so seriously injured his hand in a sheet roller leveller machine that he had to have it amputated. A copper bar had been placed across the front of the machine slightly below the level of the front top roller for the protection of workmen, but the plaintiff, after cleaning above the top rollers, placed his left hand under the copper bar and against the front top roller for the purpose of effecting more pressure upon that roller. His left hand was thus drawn into the bite between the rollers. The plaintiff alleged that that part of the machinery was dangerous and should have been securely fenced pursuant to s. 10 of the Factory and Workshop Act, 1901, and that the defendants were guilty of both breach of statutory duty and of negligence. The defendants adduced evidence to prove that workmen had received instructions to clean the upper rollers from above and the lower rollers from underneath, and not to clean at all under the copper bar, and that there was no reason at all to put the hand below the copper bar. Mr. Justice LAWRENCE had found that there had been a breach of statutory duty, but, as the plaintiff had been guilty of negligence and disobedience to orders which were the proximate cause of the accident he could not recover. The Court of Appeal dismissed the appeal with costs, SCRUTTON, L.J., holding that the court was bound by its own decision in *Dew* v. *United British Steamship Co.* (1928), 98 L.J., K.B. 88. The view of the law laid down in that case was also supported by *Caswell* v. *Worth* (1856), 5 E. & B. 849 ; *Senior* v. *Ward* (1859), 1 El. & El. 385 ; *Groves* v. *Lord Wimborne* [1898] 2 Q.B. 402, and by *obiter dicta* in *Rudd* v. *Elder Dempster and Co.* [1933] 1 K.B. 566, and *Wheeler* v. *New Merton Board Mills* [1933] 2 K.B. 669. On the question of fact that was raised in the appeal, the court held that there was evidence on which the learned judge could find that the damage of which the plaintiff complained was contributed to by his own negligence and breach of his definite instructions.

County Court Reports.

IN a note to his learned article on " Case Law," in the current number of the *Law Quarterly Review*, Professor HOLDSWORTH, after referring to the fact that for some time the decisions of the itinerant justices were reported, but that the practice was soon abandoned, adds that " when the new county courts were established in 1846, English lawyers showed their instinctive sense of one of the main conditions for the success of a system of case law by abstaining from reporting their decisions." This somewhat enigmatic statement raises the question whether to-day the decisions given by the judges of the various county courts should find their way into any series of reports. If there is one thing that the practitioner desires more than another it is sure guidance on some knotty question of law, and if he cannot find it in any of the reports of the high tribunals, why should he not look for, and perchance find it, in a decision of a learned county court judge ? True, such a decision may not bind another county court judge, but when a new point emerges other county court judges welcome whatever light may be thrown upon the question in dispute by any pronouncement of one of their judicial colleagues ; further, practitioners gladly study such reports, so that there is much to be said for their collection, especially on points which have never come before the High Court, such, for example, as are given in " Our County Court Letter." Of course, it is well to repeat that these reports have no compelling force, but this does not detract from their persuasive effect.

Criminal Law and Police Court Practice.

WILFUL OBSTRUCTION OF THE FOOTWAY.

An interesting defence was raised in a case heard at the Marlborough Street Police Court on 29th March last, when a defendant was charged with an offence, on each of two days, of wilfully obstructing the passage of the footway, contrary to s. 72 of the Highway Act, 1835.

It was alleged that the defendant, who keeps a shop for the sale of dogs, had a number of puppies on show in the windows. This display attracted some attention, and at certain times in the evening, when the street was thronged with people hurrying through on their way home, a number of these people were seen to step off the pavement into the roadway in order to avoid the crowd gazing at the shop windows. On each evening a police constable dispersed the crowd on two occasions, but when a further crowd collected he went into the shop and told the defendant that proceedings would be taken.

Counsel for the defence submitted that no offence under the section had been committed. If something had been exhibited merely in order to attract attention and it had that effect it might be that there would be an offence, but the present case was to be distinguished inasmuch as the display was of goods which were actually for sale in the shop. The usual case was where something abnormal had been exhibited, as in *R.* v. *Carlile* (1834), 6 C. & P. 636. There a bookseller exhibited effigies of a bishop, a tradesman, and the devil, arm in arm, together with some placards, and was held to be guilty of an indictable nuisance. Nevertheless, Park, J., said in his judgment, that "whether at all this display was necessary for the *bonâ fide* carrying on of defendant's trade was a matter to be considered, for if it was . . . the law would do what it could to protect him . . . ; but these effigies were purely to attract the attention of the public at large."

Counsel submitted that so long as anyone did not suffer injury it was the duty of the police to remove any obstruction, and referred to *Lyons, Sons & Co.* v. *Gulliver* [1914] 1 Ch. 631, in which Phillimore, J., in a dissenting judgment, said: "Every trader is entitled to make his shop window as attractive as possible, and he is not responsible for crowds assembling to gaze at that window, and it is for the police to regulate the traffic and to make those persons, when they stand any longer than they have a right to stand, move on."

The question to be decided, therefore, was whether the display was necessary for the purpose of carrying on the trade of the shop; if so, the defendant was not to be held responsible for any crowd that collected to view a display of articles then actually for sale in the shop. Further, the obstruction must be wilful; and it could not be said to be wilful until defendant had been warned that a crowd had collected and had then neglected to take proper steps.

The learned magistrate said that he could not accept the argument that if the display caused a crowd to collect then the constable must go to the shop each time and warn the defendant. The object of the display was to attract attention and to create interest, and the defendant must have known that would cause a crowd to collect and so cause obstruction. On the first date it might be that the crowd was attracted because a dog in the window was taken with a fit, and that summons would be dismissed under the Probation of Offenders Act. In the second case a small fine would be imposed.

It is understood that the magistrate may be asked to state a case upon the points raised.

The honorary freedom of Reading has been conferred on Alderman C. G. Field in recognition of public services. He has been a member of the corporation for nearly fifty years, and thrice mayor. He was admitted a solicitor in 1872, and is the vice-chairman of the Thames Conservancy Board.

Hotels: Public Liability Insurance.

IV. THE INSURANCE POLICY.

The various types of policy which are used in hotel public liability insurance differ greatly. Public liability fire risk is often excluded, some policies excluding damage to property only, others to persons also. Consequently, the innkeeper might, in the event of a fire, find himself overwhelmed by claims from his guests or from the dependents of guests who might have lost their lives in the fire, from the owners of adjoining property and even (if he is a lessee) from his landlord's insurance company, without any insurance cover whatever, either to resist such claims or to settle them. The lessees of premises used as hotels are, indeed, often placed in a serious position owing to the fact that the landlord's fire insurance policy often fails to include the leaseholder's rights and interests—heating, lighting, interior decorations, etc.; also few policies make provision for increased cost of replacement due to the possibility of new building regulations being imposed, as for instance in the matter of fire escapes or to the increased value of fittings and fixtures which possibly might be deemed the property of the landlord if there is a total loss by fire.

The working of the various types of policy also differs greatly, some completely covering the insured, whereas others fall far short of this desirable object. Some policies, for instance, exclude any special liability assumed under contract. The following are examples: (1) "Excluding liability assumed by the assured by agreement under any contract unless such liability would have attached to the assured even in the absence of such agreement," or (2) "excluding liability arising under or in consequence of any contract of indemnity which imposes upon the insured a liability which the insured would not otherwise have been under," or (3) "excluding liability arising under any contract." It is rather difficult to see the meaning of some of these phrases. The intention in most cases is doubtless to prevent the hotel proprietor from assuming additional liability by contract, but in some cases the wording might mean that whenever an express contract was entered into there would be no indemnity.

Then, again, some policies only protect against loss or damage "at the insured's premises," which phrase, as we have already seen, will not protect the insured against every type of claim.

Many policies specifically exclude certain types of liability, while others attach curious conditions which may prove serious for the hotel proprietor. Such, for example, are: (1) "no liability for theft unless thief identified; or no one article to be deemed of greater value than 5 per cent. of sum insured on contents"; or (3) "all valuables to be placed in a safe"; or (4) "theft by any person lawfully on the premises excluded."

It is quite impossible to give examples of all the various types of wording. Most of them, although differing in phraseology, cover much the same type of liability. Many hotel proprietors, however, seem quite satisfied if the policy indemnifies them against the results of their own negligence, quite oblivious of the fact that if they are found to be innkeepers negligence on their part is quite often immaterial.

Before entering into any kind of public liability insurance, therefore, the hotel proprietor should make up his mind whether or not he wishes his house to be considered an inn, and, if he does so wish, he will be well advised to display the appropriate section of the Innkeepers' Liability Act. If he is satisfied that his house is not an inn and cannot be considered, so then he should nevertheless insure against the result of his own negligence, as he is still under a limited obligation to take proper care of his guests' goods (*Scarborough* v. *Cosgrove*, [1903] 2 K.B. 805; *Paterson* v. *Norris* (1914), 30 T.L.R. 393). But, as already stated, it is far safer to insure as if his house was an inn if there is any possibility of doubt.

Motor Car Insurance.

CLAIMS ON COMPANY'S DEPOSIT: "PERSONAL LUGGAGE."

Two interesting additions to the case law on this increasingly important subject were made at the end of last term. The first, *In re South-East Lancashire Insurance Company, Limited* (78 Sol. J. 256), was a case which had been sent back by the Court of Appeal to Eve, J., for further argument. The company was ordered to be wound up, with liabilities in excess of the assets, and the Official Receiver, who was the provisional liquidator, desired the court to decide whether the statutory deposit of £15,000 made by the company formed part of the general assets available for all the creditors or whether it was primarily applicable to satisfy any, and if so what, claims under the motor-vehicle policies which the company had issued. Eve, J., rejected both the view that the deposit was available for the creditors generally and the view that those persons had a prior claim on it who were insured in respect of third party risks. He decided, however, adopting his previous decision in the case, that the deposit was available for holders of motor-vehicle policies generally, excluding those who held other policies and other creditors. Under the Assurance Companies Act of 1909, the question was decided with reference to a life insurance company in liquidation by Neville, J., in *In re National Standard Life Assurance Corporation* [1917] 1 Ch. 193. The deposit under that Act is required by s. 2 (4) to be £20,000 for each class of business carried on by the company, each deposit to be a separate fund. By s. 3 (2) of the Act a fund of a particular class is to be absolutely the security of the policy holders of that class, and is not to be applied, directly or indirectly, for any other purposes than those of that class of business. Neville, J., at p. 198, construed these words as meaning :—

> "that persons who have contracted with the company on a different basis from that of life assurance are not to be entitled to claim payment of their claims out of this fund which is the security of the life policy holders."

The Act of 1909 was extended to motor-vehicle insurance by the Road Traffic Act, 1930, s. 42. By s. 37 of the 1930 Act, the sum required to be deposited in respect of motor-vehicle business is to be £15,000, and the provisions of the 1909 Act as to separate funds for separate classes of business do not apply (s. 42). The combined effect of the sections appeared to the learned judge to be that a deposit in respect of motor-vehicle insurance would form part of a separate fund, yet by virtue of s. 32 (*d*) of the 1909 Act, there was no need for a separate fund in respect of accident insurance. From this apparent impasse, however, s. 43 of the 1930 Act provides an escape, and one which is in no way inconsistent with the decision of Neville, J., already referred to. That section provides that no part of the statutory deposit

> "shall, so long as any liabilities, being such liabilities as are required to be covered by a policy of insurance under this part of this Act, which have been incurred by the insurer have not been discharged or otherwise provided for, be applicable in discharge of any other liabilities incurred by him."

These liabilities are clearly those in respect of the policies contemplated by the Act, namely motor-vehicle insurance policies. This obviously excludes the general creditors. The only question remaining is whether, in view of the fact that Pt. II of the Act, which deals with insurance, only makes third party insurance compulsory, it is claims in respect of third party risks which should have priority. The matter seems somewhat doubtful, but Eve, J., answered the question in the negative, basing himself on the words of Neville, J., quoted above and holding that the deposit was available for the holders of motor-vehicle policies generally. This would presumably include payments made to hospitals in respect of the treatment of an injured third party under s. 36 (2) of the Act.

The second case was *Piddington* v. *Co-operative Insurance Society Ltd.* (78 Sol. J. 278), and it came before Lawrence, J., on a special case stated by an arbitrator. The owner of a private car was insured in respect of the car under a policy which contained certain exceptions as to the liability of the insurers. The only two which were considered before the learned judge were whilst the car was "(i) being used for other than private pleasure" and "(iii) conveying goods other than personal luggage." The assured was, one Saturday afternoon, carrying on the roof of his car two smooth flat narrow laths 12 feet to 13 feet long, tied down at each end. He was taking them home to use for mending some trellis work in his garden. He went out in the afternoon for a pleasure drive, taking his young son with him and leaving the laths on the car. At the place to which he drove his employers had arranged to do some work at a cinema, and he thought of using the laths to measure up the work, but, finding it not far enough advanced, he never took the laths off the car. In the course of the drive back he killed a pedestrian. The laths had no material effect upon the driving of the car, not did they in any way contribute to the accident.

The insurers sought on various grounds to be relieved from liability, including those mentioned above, but the arbitrator decided against them. Before the court it was argued that the laths could not possibly be "personal luggage" and reference was made to *Buckland* v. *The King* [1933] 1 K.B. 329, 767 (C.A.). That was the case in which cinema films were held by McCardie, J., and the Court of Appeal not to be "baggage of passengers" within the meaning of the Customs Consolidation Act, 1876, s. 66. The learned judge of first instance collected in his judgment a great number of cases on the phrases "ordinary luggage," "passengers' luggage" and "personal luggage" and the judgment is a valuable mine of information on the meaning of such phrases. But, as Scrutton, L.J., said at p. 772 :—

> "A person, on being asked to define an elephant, said that he was unable to do so, but he knew an elephant when he saw it. So I find it difficult to define baggage of a passenger, but I know what it is not when I see it, and I am clear that these films were not passengers' baggage."

It is almost impossible to find a satisfactory definition, but it would be hard to have said, in the case under review, that the laths were not "personal luggage." The films in *Buckland's Case, supra*, were brought into England for commercial purposes. The laths were carried solely for domestic purposes and the user to measure up work was only incidentally contemplated and never in fact accomplished. His lordship accepted the contention of the assured that the construction which the insurers sought to put on the policy would lead to the frustration of almost every policy on a car. Moreover, he took the view that the cases collected in *Buckland* v. *The King, supra*, dealt mostly with words in the Railway Acts and were accordingly of little assistance, and it is, as has been pointed out above, easy to distinguish *Buckland's Case* from the present case.

The insurers also sought to say that the car was not being used for "private pleasure" because the assured had thought of using the laths for measuring work. But Lawrence, J., speedily rejected this argument, pointing out that an idea which has been dismissed from a man's mind before an accident occurs cannot affect the accident. He might well have referred to the old dictum of Brian, C.J. (Y.B., 17 Ed. IV, 1), "the thought of man is not triable, for the devil himself knows not the thought of man." On the point of a policy being avoided by an occasional user for a purpose not contemplated therein the assured referred to *Provincial Insurance Company Limited* v. *Morgan* [1933] A.C. 240. In that case a lorry was insured under a policy in which the answers to certain questions were expressed to be conditions precedent to liability. The assured also undertook duly and

faithfully to observe the terms, conditions and indorsements and to make true, correct and complete statements in the proposal form and answers to the questions therein. The assured was asked to state the purposes in full for which the orry would be used, and the nature of the goods to be carried, and he answered, " (*a*) Delivery of coal; (*b*) Coal." On the day of the accident the lorry carried three loads of timber, and with the second and third loads some coal which was delivered after the timber and during the delivery of which a collision occurred. The House of Lords refused to allow the insurers to escape liability, for, as was pointed out, if they meant so to limit their liability they should have said so. The words as they stood were no more than " statements by the proposers of their intentions as to the user of the vehicle and the goods to be carried in it, and so as descriptive of the risk " (per Lord Russell of Killowen, at p. 249). Such occasional departures from the user contemplated must clearly be substantial to avoid the policy unless the contrary is stated in the clearest terms and on this ground Lawrence, J., in the case under review had no hesitation in accepting the assured's contention and reaching the same conclusion as the arbitrator

Costs.

SECURITY FOR COSTS.

(*Continued from* 78 Sol. J. 145.)

The rules with regard to security for costs in the county court follow much on the same lines as the rules with regard to security in the High Court, with one or two important exceptions.

It has been stated in an earlier article that it is a principle of English law that a person who is insolvent or impecunious is not debarred, merely on that account, from bringing an action in the English courts, and it follows, therefore, that in the county court, as in the High Court, insolvency itself is not a sufficient ground for demanding security.

As in the High Court, the principal ground for ordering security to be given by a plaintiff is that he is resident out of the jurisdiction. In fact, a plaintiff who is ordinarily resident out of England is automatically required to provide security on entering a plaint in the county court: see Ord. V, r. 10. The plaintiff in such cases must provide security to the satisfaction of the registrar before the latter will permit the summons to be entered. This is so, even if the plaintiff is temporarily resident in England. Where a plaint is issued by a solicitor on behalf of a foreign plaintiff, the solicitor's personal undertaking will be accepted. In other cases, a foreign plaintiff is required to provide security either by way of deposit or by sureties. The amount of the security is fixed by the registrar, having regard to all the circumstances.

As in High Court cases, also, a foreign plaintiff is not required to provide security where he has substantial property in England of a fixed and permanent character which could be seized to meet the defendant's costs: see *Redondo* v. *Chaytor* (1879), 4 Q.B.D. 457.

For the purpose of this rule residents in Southern Ireland are treated as resident abroad and must accordingly provide security on entering a plaint in an English county court: see *Wakely* v. *Triumph Company* [1924] 1 K.B. 214.

Lack of permanent residence in England may be a ground for ordering a plaintiff to provide security, but security will not be ordered merely on this ground unless it can be shown that there is an intention to mislead the court: see *Knight* v. *Ponsonby* [1925] 1 K.B.D. 545. Thus, in *Brooks* v. *Wilkins* (1927), 71 Sol. J. 520, an order for security was refused where it was shown that the plaintiff was a travelling showman who had no permanent residence, the address given on the plaint being of a temporary nature only.

The defendant in a county court action which remains in the county court will in no circumstances be required to provide security for costs, even if he raises a counter-claim, provided the counter-claim is founded upon the same transaction, notwithstanding that the defendant may be resident abroad: see *Neck* v. *Taylor* [1893] 1 Q.B. 560. Thus, where a foreign company obtained leave to intervene in an action as defendants, the plaintiff's application for security was refused: see *Maatshappij Voor Fondsenbezit* v. *Shell Transport* [1923] 2 K.B. 166. If, on the other hand, a counter-claim arises out of some different transaction from that upon which the plaintiff's action depends, then the defendant may be required to provide security: see *Lake* v. *Haseltine* (1885), 55 L.J. K.B. 205.

There is one instance in which a defendant must provide security for costs, namely, where he applies under s. 62 of the County Court Act, 1888, for the removal of an action from the county court to the High Court. In such a case, where an action is founded on a contract involving a sum of more than £20, or in tort involving a sum of more than £10, he is required to give security for the amount of claim and costs on the High Court scale in a sum not exceeding £150.

A married woman may bring an action in the county court and cannot be compelled to provide security for costs even where she has no separate estate or any property: see *Severance* v. *Civil Service* (1883), 48 C.T. 485.

Under s. 2 of the County Court Act, 1919, which replaces s. 66 of the County Court Act, 1888, a plaintiff who brings an action founded on tort in the High Court may be required to provide satisfactory security for the defendant's costs. The defendant should apply by affidavit showing that the plaintiff has no visible means of paying the costs in the event of his losing the action. Failure by the plaintiff to provide the security will then result in the action being transferred to the county court. It will be observed that this applies only to actions founded on tort.

Order XII, r. 9, is a very useful provision for defendants and not infrequently the effect of invoking this rule will be to get rid of small county court cases which have been instituted at a court some distance away. The rule provides that where the defendant's residence or place of business is more than 20 miles away from the court in which an action is brought, and he can show that he has grounds for defence, then he may apply for security. Failure on the part of the plaintiff to provide the security within the time specified will result in the action being struck out. Application is made by affidavit setting out the grounds of defence, and, in the case of a default summons, must be made at the time of lodging the affidavit of defence, or, in any other case, within seven days of the return date. The registrar fixes the amount of the security, which is provided by way of deposit. It is this latter fact that frequently results in the action being dropped.

Turning now to the House of Lords, the question of security is simple. Security is required (*a*) by a recognisance to the amount of £500, and (*b*) a bond for £200. In lieu of the bond £200 may be paid into the House of Lords Security Fund at the Bank of England, whilst, upon a special order being obtained, the House will accept £500 in lieu of the recognisance.

The recognisance may be entered into by the appellant, or by a substitute, providing, in the latter case, a certificate of sufficiency is provided by the solicitors of the appellant. The bond is entered into by two sureties who must be approved by the Clerk of the Parliaments, and the appellant's solicitor is required to furnish a certificate of sufficiency. The names of the proposed sureties and a copy of the certificate must be served on the respondent's solicitors, who may object to the sureties by giving notice of objection to the Clerk of the Parliaments setting forth the nature thereof. If the respondent's objection is sustained, then the appellant will be required to make a deposit of £200 with the Security Fund.

When the appeal has been heard, then, in the case where a deposit has been made and the appellant has been ordered to pay the respondent's costs, the sum of £200, or such part thereof as is necessary to meet their costs, will be handed over to the respondent. Otherwise the £200 will be returned to the appellant.

A Loophole in the Landlord and Tenant Act.

THE case of *Plummer* v. *Ramsey* [1934] W.N. 42; 78 SOL. J. 175, is one of considerable importance to both landlords and tenants, and one may perhaps wonder why the present intention is that it should not appear in the law reports. It would seem to be inevitable that a large number of landlords will take advantage of the clause which was construed in the case, and if so, the provisions of s. 18 of the Landlord and Tenant Act, 1927, will become almost valueless.

The clause in question was as follows:—

"The lessor may at his option elect that the lessee shall at the expiration or sooner determination of the said tenancy pay to the lessor the sum of £— in lieu of painting and decorating the said demised premises in the last year or at the sooner determination thereof and upon the lessor notifying the lessee of such election the lessee shall pay to the lessor the said sum of £— which the lessor having so elected shall accept in full satisfaction and discharge of all liability and obligation of the lessee hereunder for dilapidations."

The sub-leases (there were in fact four, covering different portions of the premises) all expired on 24th February, 1933, and the lessor gave notice of his election to take the fixed sum on 24th January, the lessee receiving it on 25th January. Payment not having been made on 24th February, the lessor sued for the fixed sum. The defences raised were, first, that the provisions of s. 18 of the Landlord and Tenant Act, 1927, applied so as to prevent the lessor recovering more than damage to the reversion, and secondly, that the notice was bad, and these points were set down for preliminary decision under Ord. XXV, r. 2.

As to the first point, the lessor had to show, in order to get round the Landlord and Tenant Act, that the sum claimed was not damages. The argument for the tenant was, of course, that the clause was at best a pre-estimate of damages, and it was not contended that, if it were, the Landlord and Tenant Act would have been ousted. But the objection to such a construction of the clause was that it would put it in the hands of the tenant to decide whether to do the repairs or to pay the agreed sum; in other words it would be a tenant's and not a landlord's option. Moreover, damages, and indeed a penalty, if such it were, only arise on the breach of an obligation; this sum was to be paid in order to prevent an obligation attaching; that is to say, it was an obligation alternative to the obligation to do the repairs. Branson, J., held that this was the right construction of the clause, and that accordingly the Landlord and Tenant Act did not apply.

As to the second point it is to be observed, though unfortunately, it is not apparent in the report, that though the payment was to be made in lieu of painting, etc., in the last year, the only obligation to paint in the last year was an obligation to do so in the last month. On the assumption, however, that the notice had to be a month's notice, the lessor was one day out of time. It seems quite clear that if it had been given a day earlier no question could have arisen as to its validity, but as it was, the lessor had to show that in the circumstances it was good. There was no stipulation as to time in the clause, but it was conceded by the lessor that if the obligation had already been performed, for example, if the tenant painted in the first week of the last month and the landlord gave his notice in the second week, it would be too late. Similarly, if the tenant was in breach the landlord could not then calculate whether the damages or the fixed sum was the most, and then elect to take the fixed sum. As Branson, J., neatly put it, the notice was in time so long as the tenant's obligation remained and the tenant was not in breach. It was further conceded that if the tenant had incurred expense in painting or had entered into a contract within the last month to have the painting done, something in the nature of an estoppel would arise. But in this case none of these questions arose. The landlord had run some risk in not giving a full month's notice, but as he had given notice while the obligation was alive and before the tenant had acted on the assumption that the option was not going to be exercised, it was held that the notice was valid.

It should perhaps be said in comment on the case that this was not an attempt to evade the Landlord and Tenant Act, because all four leases were in fact made before the Act was ever thought of. It has, however, revealed a position which the Act did not contemplate and did not provide against, and many prudent landlords will no doubt take advantage of it. The clause was framed with a view to saving the expense of elaborate enquiries as to the state of the premises and the cost of repairs which took place before the Act, and the enquiries directed by the Act as to the damage to the reversion are even more elaborate and more to be avoided. Nor is there really anything excessively unfair in the provision. All it really means is that the rent shall be £X for a repairing lease and £Y for a non-repairing lease.

Company Law and Practice.

Calls on Shares.

ALTHOUGH the Companies Clauses (Consolidation) Act, 1845, s. 22, enacted that it should be lawful for a company to make calls upon its members for the amounts for the time being unpaid on their shares, the Act of 1929 makes no provision as to the authority by which calls are to be made, but leaves it to the articles. The members of a company are liable for the full nominal amount of their shares, and the position as to capital to be called up, with the future dates of calls, is usually inserted in a prospectus, so that the intending shareholder knows beforehand what his future commitments in respect of his shares will be. But so far as there is no express agreement in the prospectus, the position is regulated by the articles. It has been held that payments to be made under the terms of a prospectus, i.e., so much on allotment and so much at future dates, are not "calls" on shares so as to bring into force the penalties of forfeiture and interest, unless the articles expressly provide otherwise.

Article 11 of Table A, which provides for the making of calls, vests the power to do so in the directors, and this is the usual provision. The power so given to the directors is discretionary, and the courts will not interfere with that discretion except where the call has been made for an object which is not within the powers of the company. At the same time the directors must remember that they are in a sense trustees for the shareholders, and the call must therefore be for the genuine benefit of the company, and not for some purpose of their own. They cannot for instance make a call which imposes liability on some members of the company and not on themselves as directors, unless special sanction is given to them so to do. Nor can calls be made on some members of the company and not on others (again in the absence of provisions in the articles to the contrary), because, as Sargant, J., said in *Galloway* v. *Hallé Concerts Society* [1915] 2 Ch., at p. 239, there is by virtue of the ordinary law of partnership an implied condition of equality between shareholders in a company, and it is *primâ facie* improper to make a call upon some members of a class and not on others. But if the call is in fact made by the proper authority, a shareholder cannot escape liability to pay merely because he can show the existence of some minor irregularity in connection with the call. On the other hand, where he can show that the call was made by directors who were not duly appointed, or that there was not a sufficient number of directors to form a quorum at the meeting at which the call was resolved upon, he may escape liability, because the call will be *primâ*

facie invalid. But if the company's articles contain an article similar to cl. 88 of Table A, which provides for the very case of a director acting under an irregular appointment, the shareholder will be prevented from successfully defending an action for calls on the ground that the irregularity made the calls invalid. In *Austin's Case*, 24 L.T. 932, the directors of the company purported to make a call on the shareholders at a meeting at which the necessary quorum was not present. The resolution for the call was subsequently confirmed at a meeting at which there was a proper quorum, and the call was held to be valid.

Under the provisions of Art. 11 of Table A no call must exceed one-fourth of the nominal amount of the share, or be payable less than one month from the date of the last call, but two calls, both for the maximum amount, may be made at the same board meeting if they are payable on different days. As to when the call is to be deemed to have been made, an important point which may arise in connection with the liability of the transferor or the transferee to pay a call, there is no definite provision in Table A of the new Act. Under Art. 5 of the Table A appended to the Act of 1862, a call was made when the resolution authorising it was passed, but this provision is not found in the later Table A's, and it has been held that in the absence in the articles of a definite ruling on the point, the practice of the company will be regarded in ascertaining the date: *Addams* v. *Ferick*, 27 Beav. 384. In *Taylor's Case* [1897] 1 Ch. 298, the question arose in a voluntary winding-up as to the respective liability of a transferor and a transferee of shares which had been transferred (with the sanction of the liquidator) after the commencement of the winding-up. Lindley, L.J. (at p. 305), says this: "When a member transfers his shares he transfers all his rights and obligations as a shareholder as from the date of the transfer. He does not transfer rights to dividends or bonuses already declared, nor does he transfer liabilities in respect of calls already made; but he transfers his rights to future payments and his liabilities to future calls." It will thus be seen that it may be a matter of considerable importance that the exact moment when the call is made should be determined, as it has been held that a call is owing from the time when it was made, notwithstanding that it is actually payable on a future day. Incidentally, the directors must be careful to see that the resolution states not only the amount of the call but the date on which it is to be payable, because if the latter date is not inserted the call will be invalid.

Before discussing the penalties for non-payment of calls, we should, perhaps, remind ourselves of the provisions of s. 48 of the Act relating to calls on shares. That section provides that a company may, if so authorised by its articles (Arts. 15 and 16 of Table A), either (1) make arrangements on the issue of shares for a difference between the shareholders in the amounts and times of payment of calls on their shares; (2) accept from any member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up; or (3) pay dividend in proportion to the amount paid up on each share, where a larger amount is paid up on some shares than on others. If the company acts under (2) it may, if the articles allow it, pay interest to the member on the amount which he advances over and above the amount actually called up on his shares, but this extra amount will not be treated as the amount paid up on the shares for the purposes of dividend—see Art. 92 of Table A.

There is usually a provision in the articles that if calls are not paid on the day appointed for payment, the shareholder (or person from whom the payment is due) shall pay interest on the amount at a rate which is generally high enough to be penal. In any event a call which is made under the articles while the company is a going concern is, by virtue of s. 20 (2) of the Act, a specialty debt, and the same holds good in the case of a call made by a liquidator in a winding up by virtue of s. 159. For the liability of a contributory is a debt *debitum in præsenti solvendum in futuro*, and may be enforced so long as the shares are left standing in his name, or in the name of his executors, and, in the latter case, both against his real and personal estate in the hands of devisees. If the personal representatives of a deceased member make default in payment of the calls, his real and personal estate may be administered. On the death of a member, his estate remains a member of the company, and his personal representatives are entitled to any benefit accruing due on the shares, and are liable in a representative capacity to any calls which may be made, until the shares are disposed of by the executors. Executors should, therefore, be particularly careful, where the estate includes shares upon which calls may be made, to see that this contingent liability is provided for in the case of those shares which they have not disposed of, as otherwise they may find themselves in the unpleasant position of being personally liable for the calls.

A Conveyancer's Diary.

The Burden of Repairs of Property held on Trust for Sale.

I DEALT last week with this subject, and said that there were some points which I had not mentioned. In fact, I do not think that there is much in the points that I had in mind, but as they have been put to me by an eminent conveyancer in Lincoln's Inn, I feel rather bound to put them to my readers. In the circumstances it must be obvious that when I say that I do not think that there is "much in" the points in question, I do not mean that they are not worthy of serious consideration. All that I mean to convey is that I do not think that any of our present judges of the Chancery Division would be likely to favourably entertain them. But, of course, one never knows!

Now, according to the authorities, the Legislature intended to establish something in the nature of a code as set forth in the Third Schedule to the S.L.A. Let me quote here from what was said by Eve, J., in *Re Whittaker* [1929] 1 Ch. 662, at p. 666: "The Third Schedule is divided into three parts; in the first part are enumerated under twenty-five heads, improvements the costs of which are not liable to be replaced by instalments, that is to say, improvements to be paid out of capital. Part II contains a list of improvements under six heads, the costs of which the trustees of the settlement or the court may require to be replaced by instalments, and Pt. III a list, under three heads, the costs of which the trustees of the settlement and the court must require to be replaced by instalments."

Then the learned judge proceeded: "An examination of this schedule cannot but lend support to Clauson, J.'s, view, that the Legislature intended so far as possible to establish something in the nature of a code in these matters. The trustee must first ascertain in which part of the schedule the improvements must be included; if in Pt. I it will fall to be paid for wholly out of capital; if in Pt. III it must ultimately be paid for out of income, and if in Pt. II, he or if he prefers to refer the matter to the court, the court, must determine to what extent, if any, the cost is to be contributed to by income. I do not think it can be doubted that in determining an application of this last-mentioned nature the court would have jurisdiction to apply general equitable principles. Indeed, it is difficult to see what others could be resorted to in such circumstances." That, so far as it goes, is all very well, but it must be observed that the learned judge did not commit himself to any opinion as to what course the court would adopt if the trustees did not submit their discretion to the court, unless, indeed, his lordship can be held to mean exactly what he is reported to have said: "The trustee *must* first ascertain in which part of the schedule the improvements

must be included." If the trustee "*must*" so ascertain, what comes of the discretion which appears to be vested in him under s. 28 of the L.P.A. by reference to s. 102 of the S.L.A. ? A trustee for sale might well say: "Upon what compulsion must I ? " The answer, so far as the authorities go, is "None." So far as I know there is not any case in which it has been held that trustees for sale, who choose to exercise a discretion in the matter, can or will be in any respect controlled by the court. The only suggestion to that effect is what Eve, J., said in *Re Whittaker*, and that was a case where the trustees had referred the matter to the court without exercising any discretion.

Now to put the two points which I have mentioned.

The one is that trustees of a settlement are protected if they employ a surveyor "independently of the tenant for life," and as in the case of a trust for sale that cannot be done, for there is no "tenant for life." That, of course, is true, but I do not think that the person entitled to the income of the proceeds of sale can be regarded as a tenant for life in this connection. There is in fact no tenant for life independently of whom a surveyor can be appointed.

Then it is suggested to me that the same question arises where trustees of a settlement are statutory owners by reason of the person who is entitled to a life interest being an infant. I think that the same answer can be made to that. All that is intended is that if there is a tenant for life, any surveyor upon whose opinion the trustees act, shall be "independent."

I agree, however, that there is some obscurity in the matter.

The far more important point remains undecided, namely, whether the court has power to make any directions regarding the burden of erecting, pulling down, rebuilding or repairing houses and other buildings and erections. All the authorities go to show that the court has no power to make any directions in the matter unless the trustees choose to surrender their discretion to the court. To such a position of ineptitude has the court been reduced by the draughtsmen of the "New Law of Property Acts" with the acquiescence of an apathetic profession.

I repeat that it is monstrous that trustees for sale should have such powers conferred upon them, without any power in the court to interfere, that they may (even for their own benefit) expend the whole of the income of the property in what in all fairness and justice should be paid out of capital.

Landlord and Tenant Notebook.

Restraining Use of Premises for Illegal Purposes.

A CERTAIN amount of attention was attracted by a recent action in which a landlord sought to restrain his tenants, a club, from using the premises demised contrary to the provisions of one of the Gaming Acts. Most of the legal argument centred round the question whether the club had, by means of a telephone, succeeded in evading the particular provision. But what interested me, as keeper of this Notebook, was the fact that the reports in the newspaper I read took it for granted that if the landlord established the breach of the statute, he was entitled to succeed ; it was in another paper that I found mention made of an allegation that this was contrary to a term, "express or implied," of the tenancy ; and how it was said to be implied we were not told.

I certainly do not think that any such term is implied by law. It is almost a commonplace that a tenant whose lease contains no covenants restrictive of user may, as far as the lessor is concerned, carry on what business he pleases : see *Re Davis and Cavey* (1888), 40 Ch.D. 601, a summons to determine rights under a contract for the sale of leasehold business premises. Knowledge on the part of the lessor at the time of the grant of the intention to use the premises for an illegal purpose will debar him from enforcing his rights under the instrument, and the illegal purpose may be proved by extrinsic evidence. In *Gas Light & Coke Co.* v. *Turner* (1846), 9 L.J. Ex. 336, the plaintiffs had let premises to the defendant for a term of twenty-one years, and, by a separate agreement under seal, made the same day, reciting the lease, the defendant had undertaken to buy from them 10,000 gallons of tar a year. The object of these arrangements was that the defendant, though his premises by reason of proximity to others were not allowed (by statute) to be used for the purpose, to draw and boil the tar. The proceedings were for rent due under the lease (which contained a covenant to pay rent) and for damages for failure to carry out the agreement. The defendant set up the illegality. The plaintiffs pointed out that he could use the premises for lawful purposes if he wanted to ; he could, even under the statute, boil tar if he did not boil more than ten gallons at a time. The court held that the transaction was tainted and gave judgment for the defendant.

As regards innocent landlords : The leading case of *Cowan* v. *Milbourn* (1867), 36 L.J. Ex. 124, tends to show that an agreement may be repudiated if knowledge of illegal purposes is acquired by the landlord before it is implemented. The "tenancy" in that case was of a meeting-hall ; the plaintiff, who was secretary of the Liverpool Secular Society, proposing to give some lectures which would infringe the blasphemy laws, an object not disclosed to the defendant when the hall was booked. The defendant having found out before the first night, wrote and cancelled the booking. The plaintiff's action for damages failed. When treating this case as an authority, it should be remembered that the doctrine of *interesse termini* had not then been abolished ; and while I have no doubt that an agreement for a lease could be repudiated under similar circumstances to-day, I doubt whether this would apply to an agreement for a tenancy to commence *in futuro*. My doubt is to some extent based on *Feret* v. *Hill*, which I shall come to presently.

While if it transpires during the term that the user is illegal, there seems, subject to *Jennings* v. *Throgmorton*, *infra*, to be no reason why the landlord should not recover his rent. In support of this proposition I may cite, for what it is worth, what is now Sched. I (*b*) of the Rent, etc., Act, 1933, giving landlords a right of possession when a tenant "has been convicted of using the premises to be used for an immoral or illegal purpose," which would imply that this is not covered by (*a*), "any obligation of the tenancy has been broken." Admittedly the former phrase has been subjected to severe criticism (see the judgment of Scrutton, L.J., in *Schneiders and Sons Ltd.* v. *Abrahams* [1925] 1 K.B. 541, C.A.), but this is because of the awkward drafting (there is no such thing as a conviction for using premises for an immoral or illegal purpose) ; the fact remains that it was thought that the user in question was not inconsistent with a continuance of the relationship of landlord and tenant at common law.

The above appears to be all the authority we have on the question of "illegal" purposes. The analogous subject of user for immoral purposes has been more frequently illustrated. Knowledge at the time of the grant of the tenant's intentions puts the landlord out of court, as was held in *Girardy* v. *Richardson* (1793), 1 Esp. 13 (a case of a prostitute), and, more recently, in *Upfill* v. *Wright* [1911] 1 K.B. 506 (a case of a "kept woman") ; nor can an assignor of the term, called upon to pay dilapidations, recover under a covenant for indemnity against the assignee or the latter's executors if at the time of the assignment both parties knew that the premises, nominally a tavern, were used as a brothel : *Smith* v. *White* (1866), L.R. 1 Eq. 626 (what is rather surprising is that the fact that the rent was high was considered evidence of the knowledge ; if that is so, the titled landlord who recovered

dilapidations must have been considered incapable of drawing the same inference).

What appears to represent a departure from general principles was the ruling of Abbott, L.C.J., in *Jennings* v. *Throgmorton* (1825), Ry. & M. 251, when he held that a landlord could not recover rent from a prostitute, to whom the premises had been let on a weekly tenancy, the tenant's occupation not being known to him at the time, but having been discovered some two months later. It is not clear whether the unenforceability runs from the discovery or from at the earliest moment when a notice to quit then given could expire ; common sense suggests the latter, but even so the decision is at variance with the general law as it is now, for there is no weekly re-letting in the case of a weekly tenancy. The learned judge spoke of "suffering to occupy," and it must be remembered that till Wills, J., disapproved, in *Bowen* v. *Anderson* [1894] 1 Q.B. 164, his own ruling in *Sandford* v. *Clarke* (1888), 21 Q.B.D. 398, it was commonly thought that weekly tenancies involved new contracts every week. Subject to this, the authority would hold good in the case of illegal purposes, so that there would be an important difference between periodic and fixed tenancies in these cases.

The treatment of this subject in one text-book suggests that a landlord can neither recover rent nor possession when he finds that premises are being used for illegal or immoral purposes. If so intended, the suggestion appears to be based on *Feret* v. *Hill* (1854), 15 C.B. 207, in which the tenant, said to have represented his business as that of a perfumer, turned the premises into a disorderly house. It was held that any representation was collateral—and, whatever had happened, the estate had passed. But it was not suggested that rent could not be recovered ; what the landlord had done was to expel the tenant by force, and the action was brought by the latter.

Such cases as the last-mentioned are now provided for by the Criminal Law Amendment Act, 1912, s. 5 (1), by which, on the conviction of the tenant, the landlord may require him to assign to an approved person, failing which the lease may be determined by a police court. This is again consistent with the view that in the absence of express covenant covering the contingency, a landlord as such cannot, at common law, prevent his tenant from using the premises as a warehouse for stolen goods, coining establishment, or for other illegal purposes.

Our County Court Letter.

NERVOUS OBSESSION AND WORKMEN'S COMPENSATION.

In the recent case of *Lane* v. *J. G. Tommy & Sons* at Coventry County Court, the claim was for permanent partial incapacity on the following grounds : (*a*) in July, 1930, the applicant had been levering a gatepost out of the ground, when the timber broke, and caused him to fall on to his hands, (*b*) the right wrist was seriously injured, and the applicant could now only lay from 80 to 100 bricks a day, although the permitted rate (under the union) was 300 to 400. The medical evidence was that (1) in January, 1931, the applicant could not move his fingers or thumb separately, but the hand was normal in March, 1931, (2) nevertheless the applicant (although not a malingerer) could not separate his fingers by volitional movement, as he suffered from a functional paralysis of the hand, (3) the case might be treated by psycho-analysis, but a settlement of the case would have the best result, by reason of the relief to the applicant's mind. His Honour Judge Drucquer made an award (by consent) of £200 and costs, remarking that this was a generous settlement, and that the applicant (having nothing in fact wrong with his hand) might now rid himself of his obsession. Compare "Nervous Shock and Workmen's Compensation" under "County Court Letter," in our issue of the 14th April, 1934 (78 Sol. J. 252).

THE LANDLORD AND TENANT ACT, 1927.

The scope of s. 18 of the above Act was recently considered at Bristol County Court in *Executors of Ball* v. *Executors of Bush*, in which the claim was for £112 8s. 6d. as damages for breach of covenant in a lease. The case for the plaintiffs (on behalf of the estate of the lessor) was that (1) the house had been occupied by an old lady, who had died on the 18th October last, (2) except for a few minor decorations (and certain repairs to the kitchen, scullery and outhouses in 1933) nothing had been done to the house during the demised term, (3) a breach of covenant had therefore, been committed. The defendants' case was that the late lessor had had notice of a defective roof, but he had failed to effect repairs, and much of the damage was due to this neglect. His Honour Judge Parsons, K.C., held (*a*) that the defence failed, and the damages for breach of covenant should be assessed at £60, (*b*) under the above section, however, damages for a breach of a covenant to repair should in no case exceed the amount (if any) by which the value of the reversion is diminished, (*c*) £60 did in fact represent the amount of diminution in value of the reversion. Judgment was, therefore, given for the plaintiffs for £60, with costs. Compare a previous note on the above Act (under the same title) in our issue of the 7th April, 1934 (78 Sol. J. 236).

THE DEFINITION OF "MONTH."

The distinction between a calendar month and four weeks was emphasised in the recent case of *Howcroft* v. *Northern Woodworks Co. Ltd.*, at Manchester County Court. The claim was for damages for trespass, in the following circumstances. (1) in November, 1931, the plaintiff had obtained a bedstead on hire-purchase, but (by reason of arrears of instalments) an order of the court was made (on the 9th January, 1934) for the return of the articles—suspended on payment of £1 15s. at the rate of 1s. 6d. a month ; (2) the first instalment was therefore not due until the 9th February, but the bed was nevertheless removed on the 7th February, and the plaintiff's wife caught cold, through sleeping on the floor ; (3) although another bed was supplied (on the 10th February), no adequate apology had been received. The defence was that the time was thought to expire on the 6th February, and every effort had been made to rectify an honest mistake, as technically there was no right of removal. His Honour Judge Leigh observed that the defendants had (*a*) mistakenly interpreted the order as referring to a lunar month ; (*b*) omitted to obtain a warrant to recover possession of the goods, according to the proper procedure. Judgment was therefore given for the plaintiff for £12 12s. and costs.

Reviews.

Notes on District Registry Practice and Procedure, including Matrimonial Causes. By Thomas S. Humphreys, Clerk-in-Charge, Birmingham District Registry. Third Edition. Enlarged and Revised to January, 1934. Crown 8vo. pp. (with Index) 119. London and Liverpool : The Solicitors' Law Stationery Society, Limited. 5s. net.

The fact of a third edition of this work being called for is in itself eloquent testimony to its value. To the experienced practitioner no less than to the beginner it presents in accessible form all the material requirements of district registry practice and procedure disinterred from the ever-increasing and more-than-ever inaccessible depths of the annual practice. It is obvious, of course, that the volume is primarily intended for country practitioners belonging to both branches of the

legal profession; and the inclusion of matrimonial practice makes the work more than ever useful in view of the jurisdiction now given to a certain number of district registries in regard to poor person matrimonial suits. As is pointed out by Mr. Glanfield, the Birmingham District Registrar, in his foreword, this work is unique and has already proved its value as a concise and reliable guide to district registry practice and procedure.

The Rent and Mortgage Interest Restrictions Acts, 1920 *to* 1933. By Allan M'Neil, M.A., S.S.C., and R. A. Simpson. Second Edition. Revised and Enlarged. 1934. Demy 8vo. pp. xxviii and (with Index) 428. Edinburgh and Glasgow: William Hodge & Co., Ltd. 15s. net.

This comprehensive treatise on the Rent Restrictions Acts, though intended primarily for Scottish practitioners, should prove of considerable assistance also to English lawyers. The statute law and case law are considered in nine chapters, occupying 247 pages. Appendices contain the Acts now in force and the repealed Acts, Statutory Rules and Orders made under the Act of 1933 affecting Scotland, Acts of Sederunt and Forms. A full Index completes the work.

The learned authors are to be congratulated on the manner in which they have discharged a difficult task. They point out in the Preface that "whereas in the first edition only 140 cases were considered, in this edition it has been necessary to consider no fewer than 700."

It is interesting to have the views of the authors as to the position where a Class C house which was let on the 18th July, 1933 (the date of the passing of the Act of 1933), is registered after the 18th October, 1933, in pursuance of a Certificate of Excuse granted by a Sheriff Court. Opinions differ as to the position in England. The one view is that the house again becomes decontrolled as from the date of registration with the local authority. The other view, that the house "is not decontrolled anew, but merely becomes capable of being decontrolled anew when the landlord comes into actual possession of it or grants a lease of it to the tenant on the statutory terms," is the one adopted by the authors.

Marsden on the Law of Collisions at Sea. Ninth Edition. 1934. By Andrew Dewar Gibb, LL.B., of Gray's Inn, Barrister-at-Law, Advocate of the Scottish Bar. Royal 8vo. pp. lxxxiii and (with Index) 606. London: Stevens & Sons, Ltd. 40s. net.

Over ten years have elapsed since the last edition of this book was published, and the task of bringing it up to date was no small one, involving the inclusion of several statutes of importance and over 250 cases. The task has been well done, and the result is again a most complete and up-to-date treatise on this highly specialised subject. Not only the statutes and cases, but also the local rules of the more important navigable rivers and canals have been corrected up to date and annotated. Perhaps the most important statutory change has been the change in helm orders introduced by the Merchant Shipping (Safety and Load Line Convention) Act, 1932, which reversed the meanings of "port helm" or "starboard helm" which have hitherto prevailed in British ships. As yet there have been no reported cases since the new rules were in force in which helm orders were material, and consequently the learned editor has wisely left unaltered the helm orders which appear frequently in the text and notes, so that they still bear their old meaning. All the important cases decided since the last edition was published appear to be included. The only case for which one looks in vain is *The "Champion"* [1933] W.N. 230, in which the members of a Divisional Court differed on the question of what was a "ship." The omission may, however, be due to the indecisive nature of the case and the doubt as to the necessity of the point, and also to the fact that the case may be under appeal. There are scarcely any misprints in over 500 pages, and there is a useful and very full index.

The Legal Aspect of Industrial Diseases. By C. H. Spafford, of the Middle Temple, Barrister-at-Law. 1934. Demy 8vo. pp. xxxiv and (with Index) 273. London: Butterworth and Co. (Publishers), Ltd. 21s. net.

This volume deals exclusively with ss. 43 and 44 of the Workmen's Compensation Act, 1925, in their application to certain industrial diseases. It is essentially a manual relating to industrial diseases, although it embodies all the necessary general provisions of the law relating to the procedure which a workman must adopt in order to obtain compensation. The inportance of this department of the general subject can hardly be fully appreciated until Mr. Spafford's work has been digested. It deals in detail, line by line, with the provisions of the Act and with the requirements of the Consolidation Order, 1929, which amended and consolidated all previous Orders. The case law on the subject is very fully set out with copious extracts from the judgments delivered. The whole subject of appeals and references to the Medical Referee is clearly expounded. A chapter is devoted to the subject of disablement certificates and another important chapter deals with the position of previous employers liable to be joined in present proceedings. Half a dozen useful appendices, setting out the provisions of all the Acts of 1925, 1926 and 1931, also various material Rules and Regulations, with all necessary forms and a carefully prepared general index make up a volume which should be of the greatest possible service to all practitioners concerned in workmen's compensation procedure.

Books Received.

Tax Cases. Vol. XVIII. Part II. pp. 83-156. 1934. London: H.M. Stationery Office. 1s. net.

Reversions and Life Interests. By H. J. Tappenden, F.I.A. 1934. Demy 8vo. pp. xii and 57. London: The Cambridge University Press. 7s. 6d. net.

An Outline of the Constitutional Laws of the British Empire. By E. Salant, LL.B. (Lond.) 1934. Demy 8vo. pp. viii and (with Index) 239. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

The English and Empire Digest. Supplement No. 9. Edited by Philip F. Skottowe, LL.B., of the Middle Temple, Barrister-at-Law. 1934. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Obituary.

Sir CARTERET FLETCHER.

Sir Carteret Ernest Fletcher, late Controller of Death Duties, Inland Revenue, died at Padstow, on Wednesday, 18th April, at the age of sixty-five. Educated at Marlborough and Trinity College, Oxford, he was admitted a solicitor in 1893. He entered the Estate Duty Office the same year, and in 1917 he was appointed Assistant Secretary. He became Controller of Death Duties in 1919, and he retired in 1932. He received the honour of knighthood in 1929.

Mr. A. C. DICKSON.

Mr. Alan Chambre Dickson, solicitor, of Preston, died on Monday, 16th April, at the age of eighty-one. Mr. Dickson, who was admitted a solicitor in 1875, was head of the firm of Messrs. Buck & Dicksons, of Preston.

Mr. A. R. MONKS.

Mr. Albert Robert Monks, solicitor, of Aldwych, W.C., and Hatch End, died on Saturday, 14th April, in his eighty-first year. Mr. Monks was admitted a solicitor in 1886.

To-day and Yesterday.

Legal Calendar.

16 April.—On Tuesday, the 16th April, 1765, Lord Byron of Rochdale stood before his peers assembled in Westminster Hall to try him for the murder of Mr. William Chaworth. The tragedy had occurred at a meeting of a county club called The Gentlemen of Nottinghamshire, at the Star and Garter in Pall Mall. No one was very clear as to what had happened. There had been a general discussion about the preservation of game, and a difference of opinion which alarmed no one between Chaworth and Lord Byron. The two of them had then gone out and later they had been found in another room, Chaworth bleeding from a mortal wound and the prisoner standing beside him.

17 April.—No one knows the secret feud between them. They found themselves alone together, and according to the evidence of the attorney who made his will, the dying man said "that my lord's sword was half drawn; and that he, knowing the man, immediately, or as quick as he could, whipt out his sword and had the first thrust, that then my lord wounded him." It was an obscure case, and on the 17th April, the Lords found Lord Byron not guilty of murder, but guilty of manslaughter. Claiming the benefit of the Statute of Edward VI he was discharged.

18 April.—Julius Cæsar died on the 18th April, 1636, after having served as Master of the Rolls for over twenty-one years.

19 April.—On the 19th April, 1730, Lord Trevor died at his villa at Peckham. Appointed Chief Justice of the Common Pleas in 1701, he continued in office throughout the reign of Queen Anne, who raised him to the peerage, the first time that one holding his office had been thus honoured. On the accession of George I, however, Lord Cowper advised the King that both judges and suitors disliked the distinction and that it would be desirable to remove him.

20 April.—On the 20th April, 1843, Vice-Chancellor Knight Bruce, the Treasurer of Lincoln's Inn, laid the first stone of the new Hall and Library. The dignified Latin inscription it bears has been thus translated:—

"The trees of yore
Are seen no more;
Unshaded now the garden lies,
May the red bricks
Which here we fix
Be lasting as our equities.
The olden dome
With musty tome
Of law and litigation suits:
In this we look
For a better 'cook'
Then he who wrote the 'Institutes.'"

21 April.—Sir William de la Pole, who died on the 21st April, 1366, was to modern minds an odd combination of judge and trader. Primarily a great wool merchant dabbling in finance and shipbuilding and enjoying employments under the Crown, he was appointed a Baron of the Exchequer in 1339. In that year and the next he attended Parliament as one of the judges, but in November, 1340, he fell into disgrace and was arrested. A judgment was given against him in the Exchequer, but was annulled four years later and he was restored to favour. His son Michael was Lord Chancellor under Richard II.

22 April.—Francis Beaumont, son of John Beaumont, Master of the Rolls from 1550 to 1552, became a Justice of the Common Pleas in 1593, but his term of office was comparatively short, for he died on the 22nd April, 1598. He had the reputation of a "grave, learned and reverend judge," and his merits removed the stigma from the name of his father who had lost his office for peculation.

The Week's Personality.

Sir Julius Cæsar, M.R., was of Italian extraction. His grandfather was a citizen of Treviso, near Venice, and his father, having graduated in medicine at Padua, came to England, where he practised as a physician, being naturalised in the time of Queen Mary. Young Julius took law degrees at Paris and Oxford, and joined the Inner Temple. His first appointment was as judge of the Admiralty Court, but after nine years, having received neither fee, pension nor recompense, he found himself out of pocket to the tune of £4,000. It was 1614 before he reached the office of Master of the Rolls, which he held for the rest of his life. As a judge, he had no great reputation. He was "reflected on for his want of law," and it is said that counsel would occasionally pass "a slye jeste" upon him. He had apparently greater "confidence in his own sufficiency" than his abilities bore out. He was, however, superior to corruption, a thing not then a matter of course. One of the jokes of which he was the object is said to have occurred during the hearing of a case somewhat too intricate for his capacity and in which he was obviously out of his depth. Some noise occurring in court, one of the counsel called out: "Silence there, my masters! Ye keep such a bawling the Master of the Rolls cannot understand a word that's spoken."

A Dramatic Figure.

The recent death of Colonel Arthur Lynch has removed the central figure of one of the most dramatic trials in living memory. As commander of the 2nd Irish Brigade in the Boer service, he was "adherent to the King's enemies" and on returning to England in 1902, after his election as Member for Galway, he was immediately arrested on a charge of treason. On the day of the trial, so great was the crowd outside the Lord Chief Justice's Court, that when Sir Edward Carson arrived, robed and wigged, he could not get through. "I'm the Solicitor-General," he told the policeman on duty. "That's what they're all saying," was the incredulous reply. Despite a vigorous and ingenious defence by Mr. Shee, K.C., and Mr. Horace Avory, the jury, after a consideration of twenty-six minutes, found the prisoner guilty. It fell to Mr. Justice Wills, the most humane of judges, to pass sentence of death. Although in tears, he delivered a speech which was a splendid expression of the grave and confident loyalty and patriotism which had adorned Queen Victoria's reign. Lynch, who received his sentence like a soldier, was reprieved and in a few months released. He lived to fight for the Empire in the Great War as a Colonel in the British Army.

The Point-to-Point.

With almost forty years of cheerfulness behind it, this year's Bar Point-to-Point at Kimble, near Princes Risborough, was in nowise clouded by a sky overcast. With Lord Trevethin and Judge Farrant acting as judges and seven Justices of the High Court present, including Avory and Roche, JJ., the traditions of the past were not betrayed. It was Lord Trevethin (A. T. Lawrence and a stuff-gownsman as he then was) who in 1895 marked out the first course at Hoppingwood Farm. So stiff was it that, but for the support of Grantham, J., the judge of the race, it would have been modified at the last minute in the interests of the weaker brethren. The scene of the race was animated. "A firm of cash bookmakers had gone and taken up their wicked pitch underneath the judge's box, and that official did not resent the intrusion, nor even offer to explain the definition of 'a place'." All the legal world was there, "but one familiar face was missing. 'J'ear Bill,' exclaimed an excited looking young gentleman to a friend who must also have climbed in over the railings, 'I don't believe this is the Black Cap Steeplechase after all!' 'Wot yer playin at?' asked the friend indignantly. 'Why,' was the answer, 'where's old Sir 'Enery?'" Other engagements had indeed kept Hawkins, J., away.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Allotment—Compensation.

Q. 2957. In December A bought a piece of land containing 950 square yards. The greater part of the land is occupied by a tenant who uses part of his holding as a cabbage plot and the other part for keeping a few fowls, with the necessary fowl-house. A was supplied with a copy of a form of agreement used for an adjoining plot of land and informed that the tenant's holding was on similar terms, namely: "X agrees to let and Y agrees to rent a plot of land at X for the purpose of erecting a hen run thereon. Y agrees to pay the sum of One pound per annum to be paid in advance from the 1st September, 19—. The said tenancy to be determined by either side by six months' notice to quit to be given on the first day of any month in any year." There was no written agreement either with the present tenant or with his predecessor. The tenant pays a rent of £1 on the 1st September in each year. Will you please say what notice to quit should be given to the tenant. Is the tenancy within the Agricultural Holdings Act, 1923, or the Allotments and Cottage Gardens Compensation of Crops Act, 1887?

A. The rights of the tenant depend, of course, on what was the agreement with him and not what A was told was the agreement. Assuming the verbal agreement was to hire on the terms of the written agreement with other tenants, the opinion is given—

(1) That the land was not let for use as an allotment garden within ss. 1 and 2 of the Allotments Act, 1922. Reference might be made to *Saunders-Jacobs* v. *Yates* [1933] 2 K.B. 240, as to the meaning of "let or treated as a market garden." See, however, as to the presumption, s. 22 (4).

(2) That the land is an allotment within s. 3 of the Act and that therefore the tenant will be entitled to such compensation as is provided by such section.

(3) That the tenancy can be terminated in accordance with the agreement. The amount of compensation will obviously vary with the date of determination.

Bastardy—Affiliation Order—Appeal—No Free Legal Aid.

Q. 2958. A obtained an affiliation order against B. B has served notice of appeal and has entered into recognizances to prosecute pursuant to s. 1 of the Summary Jurisdiction (Appeals) Act, 1933. A has not sufficient means to enable her to obtain legal assistance for the purpose of resisting the appeal. Section 2 of the above-mentioned Act, which provides for legal aid, only seems to apply where the appeal is one against conviction or sentence, whereas s. 1 of the said Act, which provides the procedure on appeal, applies to a conviction, sentence, order, determination or other decision. By s. 54 of the Summary Jurisdiction Act, 1879, in conjunction with s. 37 of the Criminal Justice Administration Act, 1914, appeals in bastardy are to be governed by the same rules as if the order of affiliation were a conviction on information (Harris and Wilshere's "Criminal Law," 15th ed., p. 618). In view of the foregoing provisions, an opinion is desired as to whether or not the justices have power to grant "an appeal aid certificate" to A.

A. Section 54 of the Summary Jurisdiction Act, 1879, makes only that Act apply to appeals in bastardy. Section 37 of the Criminal Justice Administration Act, 1914, extends the rights of appeal and keeps the procedure under the Summary Jurisdiction Acts. The Summary Jurisdiction (Appeals) Act, 1933, s. 1, amends the Summary Jurisdiction Act, 1879, but nowhere is the new Act as a whole required to be read with the older one. Section 2 of the Act of 1933 creates an entirely new privilege and limits it to appeals from conviction only. The justices cannot grant an appeal aid certificate in a bastardy case.

Rent Restriction Act, 1933.

Q. 2959. A landlord owning a house the rateable value of which is under £13 failed to register the house as decontrolled under s. 2 (2) of the Rent Restrictions Act, 1933, within the prescribed time (i.e., before 18th October, 1933). The house was admittedly decontrolled prior to the 18th July, 1933. On application to the county court an extension of time for registration of the house under the 1933 Act is granted to the landlord, and the application to the local authority made and certificate of decontrol received within seven days of the issue of the court's certificate for extension of time. The tenant now contends that as the house was controlled from the 18th October, 1933, to the date of registration under s. 2 (2) he, as sitting tenant, is protected even though the property is registered and decontrolled. The tenant bases his contention not on s. 2 (2) of the Rent Act, 1933, but on a pamphlet which purports to be issued by the Ministry of Health, which states that in such a case the sitting tenant is protected. A copy of the pamphlet is not obtainable.

A. There are two views as to the effect of the registration of a decontrolled house after the 18th October, 1933, in pursuance of a certificate of a county court. The one view is that the effect is to render the house capable of becoming decontrolled when the landlord next obtains possession; the other view is that the effect is to restore the house to the status of a decontrolled house as soon as the certificate is lodged with the local authority.

It is provided by s. 2 (2) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, that, where application for registration is made within seven days after the certificate of the county court has been granted, s. 2 of the Act of 1923 shall apply to the dwelling-house *as from the date on which the application for registration is made* The effect would appear to be that as from that date the house is capable of being decontrolled when the landlord comes into possession or grants a lease as provided by s. 2 of the Act of 1923. This view is stated in Circular 1348, dated 24th July, 1933, issued by the Ministry of Health in the following words: "If the house is occupied at the time, the late registration will not remove protection from the sitting tenant; the landlord will have to wait until he again comes into possession of the premises before he can treat the house as decontrolled." On the other hand, in *Maggs* v. *Rickold*, decided at Edmonton County Court on 19th January last (see "Estates Gazette," 27th January, p. 132), Judge Crawford held that the state of decontrol was revived when the certificate of excuse was lodged with the local council. On this view a decontrolled Class C house which was let on the 18th July, 1933, and not registered by the 18th October, 1933, became controlled after that date, but becomes decontrolled again as soon as application for registration is made after a certificate has been granted by the county court.

Notes of Cases.

High Court—King's Bench Division.

Wilchick *v.* Marks and Silverstone (Silverstone, Third Party).

Goddard, J. 6th March, 1934.

Landlord and Tenant—Defective Property—Passer-by Injured—No Agreement on either side to Repair—Both Landlord and Tenant Liable for Injuries.

In this action Golda Wilchick, a sempstress, claimed damages for personal injuries resulting from a nuisance existing at 16 Sidney-square, Stepney, of which the defendant, P. Marks, a tailor, was the occupier, and the defendants A. Silverstone and J. Silverstone, were the owners. On the night of the 4th March, 1933, Miss Wilchick was walking past 16, Sidney-square when Mark's son was closing the wooden shutters across the window of the front ground-floor room. One of them fell on her and stunned her. It fell because the top hinge was broken and had drawn out from the wall. It had been in a defective condition to the knowledge of Marks since the last days of the previous December. She brought the action against both occupier and owner, alleging a failure by both, or, alternatively, by one or the other, to keep the shutter secure so as not to fall on and injure passers-by.

Goddard, J., said that the terms of the letting were verbal. Contractually, the position was that neither landlords nor tenant were bound *vis-à-vis* the other to repair at all, but the former reserved a right to enter and do repairs, the measure and nature of which was left to their discretion. The next point was whether the landlords knew that the shutter was out of repair (his lordship dealt with the evidence and found as a fact that they did know), and said that having therefore decided that there was no agreement between the landlords and tenant as to repairs, but that the former knew that there was adjoining the street a defective shutter on premises over which they had reserved the right to enter and do repairs, the question was whether the plaintiff had a right of action against the landlords or must be left to what he (his lordship) feared was but a barren remedy against the tenant. The first case in which a landlord was made liable for a nuisance arising during the tenancy was *Payne* v. *Rogers* (2 H. Bl. 350), the ground of the decision being apparently that the landlord was under an obligation to his tenant to repair. That case established that where the landlord had assumed an obligation to repair he was liable to a person injured through disrepair, though to that must be now added that the plaintiff must prove that he had knowledge of the state of disrepair. There was no case which precisely covered the present facts, where, neither landlords nor tenant being under covenant to repair, the former reserved the right to enter and do necessary repairs and, knowing that repairs were necessary, failed to do them. He thought that the matter all came back to the words of the Lord Chief Justice in *Laugher* v. *Pointer*, 5 B. & C. 547: "It is my fault if I do not exercise my authority so as to prevent injury to another." The Silverstones had the authority. They knew, as he had found, of the necessity to exercise it; they failed to do so and were accordingly liable. Further, the tenant surely could not escape liability merely by writing to the landlord and telling him of the defect; he must take steps to see that no injury befell members of the public who passed his house. The law, he thought, was correctly stated in "Salmond on Torts," 7th ed., p. 279, note (*c*), and he held that the tenant was not exempt because the landlords were liable, but that both were liable. Judgment for the plaintiff against all the defendants for £271 14s. 6d., with costs. A stay was granted on terms.

Counsel: *W. Monckton*, K.C., and *G. Avgherinos* for the plaintiff; *H. I. P. Hallett* for Marks; *R. T. Monier-Williams* for A. and J. Silverstone.

Solicitors: *T. Magnus Weekster; Edward Fail; Clifford-Turner, Hopton & Lawrence.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Rye & Eyre *v.* Commissioners of Inland Revenue.

Finlay, J. 8th March, 1934.

Revenue — Income Tax — On Royalties on Play — Recipient of Income Living Abroad—Paid "by or through" Solicitors—Liability of Payer to Assessment—Finance Act, 1927, 17 & 18 Geo. 5, c. 10, s. 26.

At a meeting of the Special Commissioners of Income Tax on the 24th November, 1932, Messrs. Rye & Eyre, Solicitors, appealed against an assessment to income tax in the sum of £300 for the year ending the 5th April, 1931, made upon them under the provisions of s. 26 of the Finance Act, 1927, as extended by s. 25 of the Act, in respect of a payment made to Sacha Guitry on account of copyright royalties. In June, 1930, one Lionel Barton was proposing to form a company with the object of producing in London an English version of a play called "Desire," written by Sacha Guitry. The company was registered on the 3rd July, 1930, under the name of Long Acre Syndicate, Limited. Pending its formation Barton negotiated with F. Howell, Sacha Guitry's agent, an agreement for a licence for the performance of the play on payment of royalties, one of the terms being that on its being signed a sum of £300 should be paid in advance on account of royalties thereinafter stipulated. Barton instructed the present appellants, who acted as solicitors for the company after is incorporation, to pay the £300 in accordance with the above-mentioned provision of the agreement. The appellants forwarded the agreement in duplicate to Howell, with their cheque for £300. The production of the play resulted in a loss to the company, and, in the events which happened, no further sums were paid or payable to Sacha Guitry on account of royalties. It was not disputed that Sacha Guitry's usual place of abode was not within the United Kingdom, and that the £300 paid to him was a payment on account of royalties paid in respect of a copyright of which he was the owner. The Commissioners held that the appellants were chargeable as persons through whom the payment in question was made, and confirmed the assessment.

Finlay, J., said that in his opinion the decision of the Special Commissioners was correct. Section 26 of the Act of 1927 provided that, where a payment was made by or through any person, that person was to deliver an account of the payment to the Commissioners of Inland Revenue for the use of the Special Commissioners who were to assess and charge the payment on that person. The recipient of the payment was liable, but could only be assessed if he was resident here or if an agent could be found in the United Kingdom. That might be difficult, and s. 26 made it easier to collect the tax within the ambit already laid down. What he had to consider was whether that payment was made "by or through" Messrs. Rye & Eyre. He was unable to find any fairer construction of the words "by or through" which would not cover the appellants, and their appeal failed.

Counsel: *Cyril King*, for the appellants; *R. P. Hills*, for the Crown.

Solicitors: *Rye & Eyre; Solicitor of Inland Revenue.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Mitchell *v.* Page.

Lord Hewart, C.J., Avory and Talbot, JJ. 22nd March, 1934.

Licence—Sale of Tobacco—From Automatic Machine in Private House—Place of Sale and Appropriation—Tobacco Act, 1842 (5 & 6 Vict., c. 93), s. 13.

In this case, stated by justices for the City of Bristol, an information had been preferred by the appellant, Bert Mitchell, against the respondent, Arthur William Page, trading as the Bristol and District Automatic Services, at 77, Victoria-street, Bristol, alleging an unlawful sale of tobacco to Wilfred Leslie Watts, a departmental clerical

officer employed by the Customs and Excise, at his residence, 5, Woodleaze Road, Bristol. The only substantial point of differentiation between the facts of this case and those in *Fitzpatrick* v. *Bate*, (78 Sol. J. 256), was that the packets of cigarettes were brought to Watts's house by the respondent loose in an attaché case, whereas in the former case they were done up in cartons with the customer's name and address thereon. The justices held in this case that the order given by Watts and accepted by the respondent constituted an agreement which was *bonâ fide* and not colourable, and that the appropriation of the packets of cigarettes thereunder took place at the respondent's licensed premises. They accordingly dismissed the information.

Lord Hewart, C.J., said that it was clear that the appeal ought to be allowed. In his view, both the contentions of the Solicitor-General were correct; first, that there was no evidence of a *bonâ fide* order, and secondly, that there was no evidence of appropriation at the premises to which the licence applied. All the evidence was that the appropriation had taken place at the premises of the customer. The appeal must therefore be allowed, and the case go back to the justices with a direction to find that the offence had been proved.

Avory and Talbot, JJ., gave judgment to the same effect.

Counsel: *The Solicitor-General* (Sir Donald Somervell, K.C.) and *W. Bowstead*, for the appellant; *E. H. C. Wethered*, for the respondent.

Solicitors: *Solicitor for Customs and Excise; Timbrell, Deighton & Nichols*, for *W. Stanley Mobberley & Son*, Stourbridge.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

United Dairies (London), Ltd. *v.* Hackney Borough Council.

Acton, J. 23rd March, 1934.

Procedure—Action against Public Authority—Alleged Refusal to Issue a Licence—Sale of Pasteurised Milk—Action not Maintainable—Separate Licence Required for Each Shop—The Milk (Special Designations) Order, 1923.

In this action United Dairies (London), Ltd., claimed against the Hackney Borough Council a declaration that on the true construction of the Milk (Special Designations) Order, 1923 (S.R. & O., 1923, No. 601), the plaintiffs were entitled to receive from the defendants, on payment of the sum of 5s., a licence for the sale of pastuerised milk within the area of the defendants; or, alternatively, that on the true construction of the Order the plaintiffs were entitled under a single licence to sell pasteurised milk at each of their fourteen retail establishments within the area of the defendants, and that the sum of 5s. was the prescribed sum payable under the Order for such licence. The defendants contended that the plaintiffs had shown no cause of action; that the defendants, if authorised to grant a licence for the sale of pasteurised milk, were not compellable so to do; that the remedy of the plaintiffs, if aggrieved by the refusal of the defendants to grant a licence was by appeal to the Minister of Health, and not otherwise; and that the defendants were not authorised to grant licences except on payment of the prescribed fee of 5s. in respect of each shop or premises within the area "at or from which" the milk was sold, the requisite fee, if the plaintiffs desired a licence for all their fourteen shops, being £3 10s.

Acton, J., said that in his opinion the contention of the plaintiffs could not be sustained and the defendants were right. In his view the defendants were not authorised by the Order to issue to a dealer for one sum of 5s. a licence to trade from a number of shops. That disposed of the case, but the preliminary objections taken by the defendants were: (1) This was an action entirely unprecedented. That was so; the plaintiffs' counsel was quite unable to produce any authority for it; (2) The remedy of appeal to the Minister of Health was prescribed by the statute, and, on the usual principle, excluded the remedy by action; (3) That the Attorney-General was not a party to the litigation; but inasmuch as it was a matter which affected the public, it was necessary that the Attorney-General should be there to see that the public interest was protected; (4) That, even if the other points could be got over, it was a fatal objection that the Minister of Health was not a party. He (his lordship) was not going to deal at length with those objections. It was enough to say that, if he had to decide it, he would hold that the action was not maintainable. The action would be dismissed, with costs.

Counsel: *Roland Burrows*, K.C., and *Robert Fortune*, for the plaintiffs; *Austin Farleigh* for the defendants.

Solicitors: *S. L. Mac Andrew; R. H. R. Tee*, Town Clerk, Hackney.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Piddington *v.* Co-operative Insurance Society, Ltd.

Lawrence, J. 27th March, 1934.

Insurance—Motor-car—Policy Exceptions—Meaning of "Private Pleasure" and "Personal Luggage."

By a policy dated the 4th February, 1931, the Co-operative Insurance Society, Ltd., insured the claimant in this special case, stated under s. 7 of the Arbitration Act, 1889, in respect of the use of his motor-car. In particular, the policy provided that the society would indemnify the insured against all sums which he should become liable to pay and should pay in respect of accidental injury to any person caused by any motor-car described in the schedule. The policy contained a number of exceptions, including: "(*b*) loss damage and/or liability caused or arising whilst any motor-car described in the schedule hereto is (i) being used for other than private pleasure; (ii) conveying a load in excess of that for which it was constructed; (iii) conveying goods other than personal luggage; and (iv) being driven in an unsafe or damaged condition." During the currency of the policy the insured, while driving the insured car, struck and fatally injured a pedestrian. The widow of the pedestrian brought an action against the insured under Lord Campbell's Act and obtained judgment for £1,000. The insured then claimed to be indemnified by the society under the policy, and in accordance with the conditions of the policy the claim was referred to arbitration. The special case stated, *inter alia*, that the claimant, on finishing his work for the week on Saturday, the 17th October, 1931, had driven home in his small saloon car. On top of the car, lying lengthwise, were two smooth flat narrow laths one on top of the other and representing a line $1\frac{3}{4}$ in. wide and $\frac{3}{4}$ in. thick, and they were 12 ft. to 13 ft. long. They were tied at the front over the radiator by string to the cross-bar in front and similarly at the back. The claimant was taking the laths home with the intention of using them to repair some trellis work in his garden on the following afternoon. On the Saturday afternoon he took his young son for a pleasure drive, using the car without removing the laths from the top before starting. In the course of the run he struck and fatally injured the pedestrian. The laths did not in any way contribute to the accident. Their weight was 2 lb. It was contended by the society that the car was being used for other than private pleasure and that it was conveying goods other than personal luggage. The arbitrator found in favour of the widow.

Lawrence, J., said that in his opinion the word "pleasure" was used in the policy in contradistinction to "business," and the words "personal luggage" in contradistinction to "merchandise," and the claimant's garden was his pleasure and not his business, and the laths were personal luggage and not merchandise. Arbitrator's award upheld.

Counsel: *van den Berg*, K.C., and *Colin Coley*, for the society; *Norman Birkett*, K.C., and *John Wylie*, for the claimant.

Solicitors: *Freeland & Passey*, Birmingham; *Evans Parr & Co.*, Birmingham.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Higgs *v.* Higgs.

Bateson, J. 19th February, 1934.

Divorce—Wife's Costs—Summons asking for Charging Order in Favour of Solicitor—Petition for Judicial Separation—Order for Wife's Costs up to setting down and for Security—Petition Dismissed with "Usual Order" for Wife's Costs—No Costs paid by Husband—Receiving Order against Wife—Proof in Bankruptcy by Wife's Solicitors—Legacy of Husband garnisheed by Official Receiver in Respect of Sum due for Costs—Application by Solicitors for Charge on Proceeds—Summons Dismissed—Costs—Solicitors Act, 1932 (22 & 23 Geo. V, c. 37), s. 69—Bankruptcy Act, 1914 (4 & 5 Geo. V, c. 59), s. 7.

Summons adjourned into court.

This was an application by a firm of solicitors who had acted for a wife petitioner in a suit for judicial separation asking for a charge on sums recovered or recoverable by the Official Receiver in the wife's bankruptcy in the following circumstances: The wife filed her petition for judicial separation in 1924 and an order was obtained against the husband for payment of £47 16s. costs up to setting down, and for a further sum of £40 to be lodged as security for the costs of the hearing. The petition was tried in 1927, and after a contest was dismissed, the order for security having been extended, and there was the "usual order" for the wife's costs. The husband had not paid the costs up to setting down, nor had he paid any money into court in respect of the order for security. In 1930 a receiving order in bankruptcy was made against the wife and the applicants proved as unsecured creditors for their costs. The husband having come into a small inheritance, in 1933 a garnishee order *nisi* was obtained at the instance of the Official Receiver attaching the inheritance to answer the order in respect of £87 16s. costs payable to the wife. But that proceeding had been adjourned generally and the wife's solicitors now applied for an order charging the inheritance with payment of the order for costs now estimated at £108 16s. including interest. Trustees under a will still retained the inheritance. On behalf of the applicants it was submitted that they were entitled to payment of their costs in priority to the Official Receiver by reason of s. 69 of the Solicitors Act, 1932, which empowered the court in which a solicitor had been employed to prosecute or defend a suit to declare the solicitor entitled to a charge on the property recovered or preserved through his instrumentality for his taxed costs in reference to that suit. On behalf of the Official Receiver it was submitted that s. 7 of the Bankruptcy Act, 1914, provided that once a receiving order had been made no creditor had any remedy against the property, except as directed by that Act. A charging order set up a new right as from the date of such order, and could not be regarded as enforcing a right or lien already possessed. Further the applicants had already proved in the bankruptcy in respect of their costs. The husband acknowledged that the Official Receiver stood in the shoes of the wife with regard to his liability for her costs and had undertaken to pay the Official Receiver £87 16s. out of the legacy when it came into his hands.

Bateson, J., in giving judgment dismissing the application, said that admitting that the order for costs created something which was recovered or preserved through their instrumentality, the property which it was sought to charge was not in the solicitors' hands. The court ought not to make a charging order where there was not something in the hands of the solicitors to which they could hold on. Moreover, they had no right to a charging order because the Official Receiver had stepped in, and such an order made now would give them a new right which was not at present in existence. If they possessed that right before the bankruptcy they had no business to prove without disclosing it, and s. 5 and Sched. II of the Bankruptcy Act did not allow creditors to utilise a security except by order of the Bankruptcy Court. They ought not now to be given a priority over other creditors. The summons would therefore be dismissed and the applicant ordered to pay the costs of the respondent and of the Official Receiver.

Counsel: *Acton Pile*, for the applicants; *William Latey* and *Alban Gordon*, for the respondent; *W. N. Stable*, for the Official Receiver.

Solicitors: *Lockyer, Mills, Church & Evill; Thorp, Saunders & Thorp; Tarry, Sherlock & King.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Chadwick.

Lord Hewart, C.J., Charles and Lawrence, JJ.
5th March, 1934.

Criminal Law—Confession—Admissibility.

This was the appeal of John William Chadwick, who was convicted at Salford City Sessions of housebreaking, and sentenced to three years' penal servitude. The ground of appeal, *inter alia*, was that it was not affirmatively proved that the accused's "confession" was voluntary.

Lawrence, J., in giving the judgment of the court, said that the principal evidence against the appellant was his own "confession," and the question which the court had to consider was the way in which that "confession" was admitted in evidence. It had long been laid down that a confession must be proved affirmatively by the prosecution to be voluntary, and the court thought that it was wrong for the Recorder to decide on the depositions which were not evidence before him that the "confession" was admissible. There were other objections to the "confession," in that the Recorder admitted it without evidence or argument and subsequently heard evidence as to it in the presence of the jury which should have been heard in their absence. The conviction must be quashed.

Counsel: *R. Lambert*, for the appellant; *P. M. Oliver*, for the Crown.

Solicitors: *Registrar of the Court of Criminal Appeal; Director of Public Prosecutions.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Rex *v.* Lamb.

Lord Hewart, C.J., Avory and Talbot, JJ.
19th March, 1934.

Criminal Law—Bigamy—First Marriage Alleged Invalid—Register Office Marriage by Certificate after Notice—Notice Given in False Name—Marriage Valid—Appeal Dismissed.

This was the appeal against conviction of Henry Lamb, who was convicted at Chester Assizes of bigamy and sentenced by Atkinson, J., to four days' imprisonment. The judge at the trial granted a certificate for appeal. The question was whether, in the case of a marriage in a register office by certificate after notice, the giving of the notice in a false name—with the knowledge and consent of the other party—rendered the marriage invalid. That ceremony took place in 1914. In 1933 the appellant went through a ceremony of marriage with another woman in his proper name. It was contended for the appellant that the first marriage was invalid.

Lord Hewart, C.J., giving the judgment of the Court, said that it had been argued on behalf of the appellant that the first marriage ceremony was invalid on the ground that a notice in a false name was not a due notice within the meaning of s. 4 of the Marriage Act, 1836, and that, therefore, under s. 42 of that statute the marriage was null and void.

The court had carefully considered the statutes and cases to which reference had been made, and in their opinion it was a little unfortunate that a suggested distinction as to the meaning of "due notice" between marriage after publication of banns and marriage after notice and certificate in a register office had ever been drawn. The distinction seemed to the court never to have been intended by the Legislature, and the root of the controversy was to be traced to an extremely guarded *obiter dictum* of Lord Penzance in *Holmes* v. *Simmons* L.R. 1, P. 523, where he said: "Whether a notice in a wholly false name (which must be done fraudulently) could be properly held a notice at all may possibly still be a question." That guarded dictum was considered in *In re Rutter: Donaldson* v. *Rutter* [1907] 2 Ch. 592, where Swinfen Eady, J. (as he then was), held that a marriage was valid, notwithstanding that the maiden name given by the wife before the registrar was false to the knowledge of both spouses. That case was carefully considered ten years later by the Court of Appeal in *Plummer* v. *Plummer* [1917] P. 163. The position, therefore, was that counsel for the appellant asked the court to give the "go-by" to the decision in *In re Rutter, supra*, approved as it clearly was by the Court of Appeal in *Plummer* v. *Plummer, supra*. That was an invitation which the court could not accept. They felt that they must follow those decisions. Appeal dismissed.

COUNSEL: *J. F. Marnan*, for the appellant; *Francis Williams*, for the Crown.

SOLICITORS: *Registrar of the Court of Criminal Appeal; Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Read Second Time. [12th April.

Electricity (Supply) Bill.
Read Second Time. [12th April.

Firearms Act (1920) Amendment Bill.
Read First Time. [17th April.

Illegal Trawling (Scotland) Bill.
Read First Time. [12th April.

London County Council (General Powers) Bill.
Read First Time. [17th April.

Marriage (Extension of Hours) Bill.
Read Third Time. [18th April.

Mines (Working Facilities) Bill.
Read Second Time. [18th April.

Ministry of Health Provisional Order (Accrington) Bill.
Read Second Time. [18th April.

Ministry of Health Provisional Order (Watford) Bill.
Read Second Time. [18th April.

Newport Extension Bill.
Read Third Time. [12th April.

Overseas Trade Bill.
Read Second Time. [18th April.

Stockport Corporation Bill.
Read First Time. [17th April.

Tithe Bill.
Read Second Time. [17th April.

House of Commons.

Adoption of Children (Workmen's Compensation) Bill.
Read Third Time. [13th April.

Arbitration Bill.
Read Second Time. [11th April.

Cardiff Corporation Bill.
Read Third Time. [16th April.

Diseases of Fish Bill.
Read Second Time. [12th April.

Electricity (Supply) Bill.
Reported, with Amendments. [12th April.

Firearms Act (1920) Amendment Bill.
Read Third Time. [13th April.

Gas Undertakings Bill.
Read Second Time. [12th April.

Illegal Trawling (Scotland) Bill.
Read Third Time. [11th April.

Incitement to Disaffection Bill.
Read Second Time. [16th April.

London County Council (General Powers) Bill.
Read Third Time. [12th April.

London County Council (Money) Bill.
Read First Time. [16th April.

Manchester Corporation (General Powers) Bill.
Reported, with Amendments. [16th April.

Ministry of Health Provisional Order (Shipley) Bill.
Read Second Time. [18th April.

Newport Extension Bill.
Read First Time. [12th April.

Overseas Trade Bill.
Read Third Time. [11th April.

Protection of Animals Bill.
Read Second Time. [13th April.

Solicitors Bill.
Read Second Time. [12th April.

Stockport Corporation Bill.
Read Third Time. [16th April.

Supply of Water in Bulk (No. 2) Bill.
Reported without Amendment. [13th April.

Water Supplies (Exceptional Shortage Orders) Bill.
Read Second Time. [12th April.
Workmen's Compensation Act (1925) Amendment Bill.
In Committee. [13th April.

Questions to Ministers.

LAW REVISION COMMITTEE (REPORT).

Mr. T. SMITH asked the Attorney-General whether the interim report of the Law Revision Committee has been considered by the Government; and whether it is proposed to introduce legislation at an early date to cover the various points outlined in the report.

THE ATTORNEY-GENERAL (Sir Thomas Inskip): The report to which the hon. Member refers is receiving very careful consideration, and it is hoped to make a statement at an early date. [12th April.

Societies.

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall on Thursday, the 12th April, Mr. Douglas T. Garrett in the chair. The other directors present were: Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. G. D. Hugh-Jones, Mr. John Venning, Mr. Wm. Winterbotham and Mr. A. H. Morton for the secretary. A sum of £180 was voted in relief of deserving applications, four new members were elected and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at 60 Carey-street, W.C., on the 11th April. Mr. Norman T. Crombie (York) in the chair. The other directors present were: Messrs. Ernest E. Bird, A. C. Borlase (Brighton), P. D. Botterell, C.B.E., A. J. Cash (Derby), E. R. Cook, C.B.E., T. G. Cowan, T. S. Curtis, E. F. Dent, C. G. May, R. C. Nesbitt, H. F. Plant, F. L. Steward (Wolverhampton), H. White (Winchester), and Thos. Gill (secretary). £1,395 was distributed in grants to necessitous cases; thirty-nine new members were admitted; and other general business was transacted.

Gray's Inn Debating Society.

The eighth meeting of the year was held in Gray's Inn Hall at 8.15 p.m. on Friday, 13th April, when a lecture on "The History of Gray's Inn" was given by Master The Rt. Hon. Sir Plunket Barton, Bart., K.C., the Treasurer of Gray's Inn (Master G. D. Keogh) being in the chair, and 112 members and guests being present.

The next meeting of the Society will be held on Thursday, 3rd May. Particulars will be announced in next week's issue.

Union Society of London.

On the 25th April, the Society, in accordance with its annual custom, will debate the Budget. Mr. J. M. Symmons will move a motion: "That this House approves the Budget," and the motion will be opposed by the Hon. Secretary. Any gentleman who is interested in debating, and might be desirous of joining the Society, is invited to come to the debate at the Middle Temple Common Room at 8.15 p.m.

DRAFTING OF SCOTTISH BILLS.

The Lord Advocate has appointed Mr. A. L. INNES, advocate, to be assistant legal secretary and Parliamentary draftsman. The appointment is made as a result of a review of the arrangements for the drafting of Parliamentary Bills affecting Scotland, which has hitherto been undertaken in part by the Lord Advocate's legal secretary, Mr. Millar Craig, and in part by officers of the legal staff of the Department of Health for Scotland. This work will, in future, be undertaken entirely in the Lord Advocate's Department by Mr. Millar Craig and Mr. Innes.

Rules and Orders.

THE LOCAL LAND CHARGES RULES, 1934. DATED MARCH 22, 1934.

I, John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Charges Act, 1925,* and all other powers enabling me in this behalf, do hereby make the following Rules for giving effect to Part VI of the said Act, as amended by the Law of Property (Amendment) Act, 1926.†

1. *Short title and commencement.*]—These Rules may be cited as the Local Land Charges Rules, 1934, and shall come into operation on the 7th day of May, 1934.

2. *Interpretation.*]—(1) In these Rules except as otherwise expressly provided—

"The Minister" means the Minister of Health;

"The Land Charges Act" means the Land Charges Act, 1925;*

"The Law of Property (Amendment) Act" means the Law of Property (Amendment) Act, 1926;†

"The Town Planning Act" means the Town Planning Act, 1925;‡

"The Town and Country Planning Act" means the Town and Country Planning Act, 1932;§

"The County of London" means the County of London exclusive of the City of London;

"Scheme" has the same meaning as in the Town and Country Planning Act, and also includes schemes approved by the Minister under any Acts repealed by that Act;

"Planning charges" means local land charges other than charges securing the payment of money, which are schemes or authorities or resolutions to prepare or adopt schemes, or supplementary orders or orders under section 17 of the Town and Country Planning Act;

"Parcel of land" means a piece of land or a building or a part of a building in separate occupation or separately rated at the time of the requisition for search.

For the purpose of this definition any land or building or part of a building which is neither in occupation nor rated shall be deemed to be occupied by the person who is the owner thereof within the meaning of the Public Health Act, 1875.‖

(2) The Interpretation Act, 1889,¶ applies to the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

3. *Revocation of existing Rules.*]—The Local Land Charges Rules, 1927,** and the Local Land Charges (Ancient Monuments) Rules, 1931,†† are hereby revoked as from the date on which these Rules come into operation, without prejudice, however, to anything done thereunder or to any right, obligation, or liability acquired, accrued or incurred under those Rules.

4. *Local Registrar.*]—(1) For the purpose of registering a local land charge the proper officer to act as a local registrar shall be the clerk, or the person for the time being authorised to act as clerk, to the local authority in whose favour the charge is created or by which it is enforceable:

Provided that:—

(i) in the case of the following charges the proper officer shall be the clerk, or the person for the time being authorised to act as clerk, to the borough or district council in whose borough or district the land affected by the charge is situate:—

(*a*) planning charges other than those arising or created within the County of London;

(*b*) local land charges, other than planning charges, imposed by the council of a county, borough (including a metropolitan borough and the City of London), urban, or rural district, which affect land outside the county, borough or district, as the case may be; and

(*c*) local land charges, other than planning charges, imposed by any registering authority other than an authority mentioned in paragraph (*b*);

(ii) in the case of planning charges arising or created within the County of London, the proper officer shall be the clerk, or the person for the time being authorised to act as clerk, to the London County Council.

(2) Where any instrument is required in pursuance of section 11 of the Ancient Monuments Act, 1931,‡‡ to be registered as a local land charge, the proper officer of any of the local authorities mentioned in the said section to act as local registrar shall be the clerk, or the person for the time being authorised to act as clerk, to the local authority.

(3) For the purposes of this Rule, a reference to a local land charge shall include a priority notice in respect of that charge.

* 15–6 G. 5. c. 22. † 16–7 G. 5. c. 11. ‡ 15–6 G. 5. c. 16. § 22–3 G. 5. c. 48.
‖ 38–9 V. c. 55. ¶ 52–3 V. c. 63. ** S.R. & O. 1927 (No. 869) p. 640.
†† S.R. & O. 1931 (No. 583) p. 561. ‡‡ 21–2 G. 5. c. 16.

5. *Contents of Register.*]—The register of local land charges shall have an index, which shall be in the form of a map, unless the Minister approves some other form, for enabling a person to trace any entry in the register, and shall be divided into the following parts :—

(*a*) Part I, being a part relating to general charges arising under sub-section (4) of section 15 of the Land Charges Act ;

(*b*) Part II, being a part relating to specific charges, other than prohibitions of or restrictions on the user or mode of user of land or buildings ;

(*c*) Part III, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are planning charges ;

(*d*) Part IV, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are not planning charges, and to instruments registered in pursuance of section 11 of the Ancient Monuments Act, 1931.

6. *Entries in Part I of the Register.*]—Every entry in Part I of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme (including a scheme other than as defined in these Rules), instrument, or resolution, under which the charge is proposed to be acquired ;

(2) A sufficient description, by reference to a plan or otherwise, of the land which will be affected by such charge ;

(3) The date of registration of the general charge.

7. *Entries in Part II of the Register.*]—Every entry in Part II of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme (including a scheme other than as defined in these Rules), instrument, or resolution under which the charge is acquired ;

(2) A sufficient description, by reference to a plan or otherwise, of the land which is affected by the charge ;

(3) The date of the charge ;

(4) The date of registration of the charge ;

(5) The amount of the charge or, where interest is payable, the amount of the original charge and the rate of interest thereon.

8. *Entries in Part III of the Register where Scheme is not in operation.*]—Where a resolution to prepare or adopt a scheme has been passed by a local authority and, where necessary, approved by the Minister in pursuance of section 2 of the Town Planning Act, or section 6 of the Town and Country Planning Act, or where authority to prepare or adopt a scheme has been given by the Minister or Local Government Board under any Act repealed by the Town and Country Planning Act, but the scheme is not in operation, the entry in Part III of the register shall contain :—

(1) in the case of the resolution or authority to prepare or adopt the scheme—

(*a*) a certified copy of the resolution or authority and of the Minister's approval, if any ;

(*b*) a copy of any special or general order in force at the time that the entry was made, which may have been made under Section 10 of the Town and Country Planning Act, or under Section 4 of the Town Planning Act, affecting land included in the resolution or authority.

(2) in the case of any order which may have been made under Section 17 of the Town and Country Planning Act affecting land included in the resolution or authority—

(*a*) a certified copy of the Order ;

(*b*) a certified copy of any declaration which may have been made under the Section.

(3) in either of the cases specified in paragraphs (1) and (2)—

(*a*) Notice of the place at which inspection may be made of any preliminary statement or any proposed provisions of the scheme, or of particulars of any decisions of the interim development authority, or of the Minister on appeal, affecting land within the district of the authority in whose register the entry is made, and given after the date upon which these Rules come into operation, under any special or general order made as aforesaid, and any map or plan referred to in the resolution approval or authority, or illustrating any preliminary statement or proposed provisions or decisions or any order under section 17 of the Town and Country Planning Act, or a certified copy of any relevant portion of such map or plan ;

(*b*) The date of registration of the charge.

9. *Entries in Part III of the Register where Scheme is in operation.*]—Where a scheme is in operation, the entry in Part III of the Register shall contain :—

(1) in the case of the scheme, a certified copy of the scheme ;

(2) in the case of a Supplementary Order made under the scheme relating to land within the district of the authority in whose register the entry is made, a certified copy of the Order ;

(3) in the case of an order made under Section 17 of the Town and Country Planning Act relating to land in the area of the scheme and within the district of the authority in whose Register the entry is made, a certified copy of the order and of any declaration made by the Minister under the section.

(4) in any of the cases specified in paragraphs (1) to (3)—

(*a*) notice of the place at which inspection may be made of any map or plan referred to in the scheme or supplementary order or order under section 17 of the Town and Country Planning Act, or a certified copy of such portion of the map or plan as relates to the district of the authority in whose register the entry is made, and any requirements as to building lines or otherwise, consents, approvals or agreements made, given, or entered into under or by virtue of the scheme or the aforesaid orders ;

(*b*) the date of registration of the charge.

10. *Entries in Part IV of the Register.*]—Every entry in Part IV of the Register shall contain :—

(1) a reference to the order, scheme (other than a scheme as defined in these Rules), instrument, resolution, covenant, agreement or other document, and also to the statute under or by virtue of or in connection with which the prohibition or restriction is created and enforceable sufficient to show the effect of the prohibition or restriction ;

(2) notice of the place at which inspection may be made of any document, other than a public general statute, referred to in the preceding paragraph, or a certified copy of such document ;

(3) a sufficient description, by reference to a plan or otherwise, of the land affected by the prohibition or restriction ;

(4) the date of registration of the charge.

11. *Priority Notices.*]—(1) Section 4 of the Law of Property (Amendment) Act in its application to local land charges shall be subject to the following adaptations :—

(*a*) In paragraph (*b*) of subsection (1) of the said section there shall be substituted for the period of fourteen days after the priority notice has been given the following periods, namely :—

(i) in the case of a scheme or supplementary order, the period of fourteen days after the date on which the scheme or order comes into operation ;

(ii) in the case of other planning charges which arise on the approval of the Minister being given, the period of fourteen days after the approval of the Minister has been given ; and

(iii) in the case of a claim for increase in value made under subsection (3) of section 10 of the Town Planning Act or section 22 of the Town and Country Planning Act, the period of fourteen days after the date of any agreement or award by virtue of which a sum becomes due to the local authority in respect of such increase.

(*b*) Where the contemplated local land charge is required to be entered in the register of the local authority in whose favour it is created or by which it is enforceable the entry in the register of the particulars set out in the preceding paragraph shall for the purpose of the said section and of any rules made thereunder be deemed to be the giving of a priority notice.

(*c*) Where a resolution to prepare or adopt a scheme has taken effect, the entry in the register of the resolution shall for the purpose of the said section and of any rules made thereunder be deemed to be the giving of a priority notice in respect of that scheme.

(2) A priority notice of a local land charge shall contain the following particulars :—

(*a*) a statement of the nature of the contemplated charge ;

(*b*) a description, by reference to a plan or otherwise, sufficient to enable the land to which it relates to be identified.

(3) The register shall contain a reference to the date of the entry therein of the priority notice.

(4) For the purposes of paragraph (*b*) of subsection (1) of section 4 of the Law of Property (Amendment) Act, every application in respect of which a priority notice has been given shall bear on the face thereof a statement as follows :—

" Priority Notice in respect hereof on (date)."

(5) The date of registration of the charge to be noted in the register shall be the actual day of registration notwithstanding that the registration is duly made pursuant to a priority notice given in respect thereof.

12. *Dates on which applications, etc., deemed to be made or given.*]—(1) Applications for registration and priority notices

delivered by post or under cover during the hours in which the office of the local registrar is open for registration shall be treated as having been made or given immediately before the closing of the office for that day.

(2) Applications for registration and priority notices delivered (whether by post or otherwise) between the hours of closing and of the next opening the office for registration shall be treated as having been made or given immediately after such opening.

13. *Reduction and Cancellation of Charges.*]—(1) Where a general charge has been registered, the registration may be cancelled at any time after the charge is ascertained and allotted and shall in any case be cancelled within fifteen months of the date on which such charge is ascertained and allotted.

(2) Where any other local land charge has been discharged or become unenforceable, the registration shall thereupon be cancelled.

(3) Where any portion of a local land charge entered in Part II of the register has been discharged by the payment of an instalment or otherwise, the amount paid off, the date of payment and the balance of the original charge outstanding shall be entered in the register against the charge.

(4) The local registrar shall make any other incidental modification of an entry in the register which may from time to time be necessary, including the addition to the entry of any general development order made in connection with a scheme, and notice of the place at which inspection may be made of any map or plan referred to in such order.

(5) Where the local authority in whose favour the charge has been created or by whom it is enforceable is not the same as the authority whose clerk is the local registrar for the purposes of registering the charge, the local authority first mentioned shall furnish the local registrar with such information as may be necessary to enable him to make any incidental modification of an entry in pursuance of this Rule.

14. *Use of Existing Registers.*]—Where a charge has been registered in any existing register, or other record of the local authority which contains the particulars required by these Rules and is open to inspection, it shall be a sufficient compliance with these Rules if a reference to the register, or other record so kept, sufficient to enable the relevant entry therein to be traced, is recorded against the land affected by the charge in the register kept under these Rules.

15. *Searches and Official Certificates of Searches.*]—(1) The provisions of sub-sections (1), (2), (3), (7), (8) and (9) of section 17 of the Land Charges Act (which relate to official certificates of search and to the effect of such certificates) shall apply to the registrars and registries of local land charges.

(2) Every requisition for search made under the said provisions as applied by this Rule shall be in writing signed by the person making the same or by the solicitor acting for the person requiring the search to be made, and shall define the land in respect of which the search is to be made by means of a plan drawn to scale and (except where the applicant does not require a plan to be returned) furnished in duplicate, or by any other means sufficient to enable the land to be identified.

(3) An official certificate of the result of search shall extend to registrations (including priority notices) effected during the day of the date of the certificate and shall be issued only after the registry is closed for registration on that date.

(4) Requisitions for search and official certificates of search shall be in the form set out in the First Schedule hereto, or in such other form as the Minister may from time to time determine.

(5) A separate requisition for search shall be made in respect of each parcel of land in respect of which search is requested except where a certificate is required in respect of two or more contiguous parcels of land for the purpose of the same transaction.

(6) Any person desiring to make a personal search in the register shall, if so required by the local registrar, furnish his name and address and indicate by reference to a plan or otherwise the parcel or parcels of land in respect of which he proposes to search.

16. *Sale of Forms.*]—(1) All forms of requisitions for search and official certificates of search shall be sold under arrangements to be made by H.M. Stationery Office, or otherwise as the Minister may from time to time approve.

(2) No forms other than those so supplied shall be accepted for the purpose.

17. *Fees.*]—The fees payable for the registration, modification, or cancellation of entries and for searches and official certificates of search shall be those specified in the Order set out in the Second Schedule hereto.

First Schedule.

REQUISITION FOR AN OFFICIAL SEARCH.

* * * * * *

Second Schedule.

LAND CHARGES ACT, 1925,
as amended by the Law of Property (Amendment) Act, 1926.
LOCAL LAND CHARGES.

Fee Order.

Fees shall be paid under the Act :—

	s.	d.
1. Registration of a local land charge or priority notice, on the application by a local authority to the registrar of another, or by the Commissioners of Works :—		
(i) in Part I or Part III of the Register (where the charge is not a supplementary order or order under Section 17 of the Town and Country Planning Act), per entry	20	0
(ii) in Part II or Part IV of the Register, or, in respect of a charge being an order under Section 17 of the Town and Country Planning Act, in Part III thereof, per entry	1	6
2. Modification or cancellation of an entry on the application by a local authority to the registrar of another, or by the Commissioners of Works For the purposes of this paragraph, the entry of a local land charge pursuant to a priority notice, shall be deemed to be a modification of an entry.	1	6
3. Entry of reduction of a charge, where application is made by one local authority to the local registrar of another	1	0
4. Personal search in the whole or any part of the register	2	0
and in addition, but subject to a maximum additional charge of fourteen shillings, in respect of each parcel of land above one, where the search extends to several parcels of land	1	0
5. Official Search (including issue of certificate) in any one part of the register	2	0
in the whole of the register	5	0
and in addition, but subject to a maximum additional charge of twenty-one shillings, in respect of each parcel of land above one, where several parcels are, in accordance with the provisions of paragraph (5) of Rule 15, included in the same requisition, whether the requisition is for search in the whole or part of the register	1	6
6. Office Copy of any entry in the register (not including a copy or extract of any plan or document filed in the registry)	2	6
7. Office Copy of any plan or other document filed in the registry, such reasonable fee as may be fixed by the local registrar according to the time and labour involved		

Unless the context otherwise requires, entry for the purposes of this Order includes all entries made or required to be made in the register in respect of the relevant charge.

"Parcel of land" for the purposes of this Order means parcel of land as defined in Rule 2.

All fees shall be prepaid.

Dated the 22nd day of March, 1934.

Sankey, C.

We, the undersigned, two of the Commissioners of His Majesty's Treasury, do hereby concur in Rule 17 of the above Rules and in the Fee Order contained in the Second Schedule thereto.

Austin Hudson.
Walter J. Womersley.

Legal Notes and News.

Honours and Appointments.

Mr. G. HETHERINGTON, solicitor, Town Clerk of Bacup, has been appointed Town Clerk of Clitheroe. He was admitted a solicitor in 1926.

Mr. JAMES A. JOHNSON, solicitor, South Shields, has been appointed Deputy Town Clerk of South Shields, in succession to Mr. James Taylor, who is retiring. Mr. Johnson was admitted a solicitor in 1932.

Mr. W. E. J. McDonnell, solicitor, of the Guildhall, E.C., has been appointed Assistant City Solicitor. He was admitted a solicitor in 1921.

Mr. Alfred Godfrey Flintoff, solicitor, Assistant Town Clerk for Swansea, has been appointed Deputy Town Clerk of Barnsley. Mr. Flintoff was admitted a solicitor in 1929.

Mr. C. D. Griffiths, prosecuting solicitor to Bristol Corporation, has been appointed Deputy Clerk of Court for Bristol. Mr. Griffiths was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

Mr. C. B. Atkins has given up practice in Ross-on-Wye, and has retired from the firm of Messrs. Atkins & Shawcross, solicitors, of Ross-on-Wye. The practice will in future be carried on at the same address by Mr. C. W. Shawcross, under the style of "Burt, Evans & Shawcross."

Mr. E. P. Ridley and Mr. S. G. Cox, of Messrs. Birkett, Ridley & Francis, solicitors, 24 & 26, Museum-street, Ipswich, have taken into partnership Mr. S. J. N. Bartley. The practice will in future be carried on under the style of "Birkett, Ridley & Cox." The new telephone number is Ipswich 3786 (2 lines).

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds, or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Elkanah Hewitt, retired solicitor, of Worthing, left £13,596, with net personalty £10,242.

Mr. Hywel Owen Jones, solicitor, of Llandogo, Mon., left £26,988, with net personalty £24,945.

Mr. Arthur Walter Mills, M.V.O., solicitor and coroner of the King's Household, of Lincoln's Inn-fields, left £22,006, with net personalty £8,093.

Mr. Thurston Laidlaw Shoosmith, R.B.A., solicitor, of Northampton, left £24,456, with net personalty £22,819.

Mr. Ernest Balfour Trotter, retired solicitor, of Bexley, Kent, left £37,077, with net personalty £9,557.

Mr. Alfred Pearce-Jones, solicitor, of John-street, W.C., and of Claygate, left £141,806, with net personalty £132,843.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Non-Witness.	Mr. Justice Bennett. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
April 23	Blaker	Andrews	Hicks Beach	*Jones
,, 24	More	Jones	Blaker	*Hicks Beach
,, 25	Hicks Beach	Ritchie	Jones	*Blaker
,, 26	Andrews	Blaker	Hicks Beach	*Jones
,, 27	Jones	More	Blaker	Hicks Beach
,, 28	Ritchie	Hicks Beach	Jones	Blaker

Date.	Group I. Mr. Justice Crossman. Witness. Part II.	Mr. Justice Clauson. Witness. Part II.	Group II. Mr. Justice Luxmoore. Witness. Part I.	Mr. Justice Farwell. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
April 23	*Blaker	Andrews	*More	Ritchie
,, 24	Jones	*More	*Ritchie	Andrews
,, 25	*Hicks Beach	Ritchie	*Andrews	More
,, 26	Blaker	*Andrews	More	Ritchie
,, 27	*Jones	More	*Ritchie	Andrews
,, 28	Hicks Beach	Ritchie	Andrews	More

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 26th April, 1934.

	Div. Months.	Middle Price 18 April 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112¼	3 11 3	3 4 9
Consols 2½%	JAJO	80½	3 2 1	—
War Loan 3½% 1952 or after ..	JD	104½	3 7 0	3 3 7
Funding 4% Loan 1960-90	MN	113¼	3 10 8	3 4 9
Victory 4% Loan Av. life 29 years	MS	111¼	3 11 11	3 7 9
Conversion 5% Loan 1944-64 ..	MN	116¼	4 6 0	3 0 0
Conversion 4½% Loan 1940-44 ..	JJ	111¼	4 0 11	2 9 1
Conversion 3½% Loan 1961 or after ..	AO	103½	3 7 8	3 6 1
Conversion 3% Loan 1948-53 ..	MS	100	3 0 0	3 0 0
Conversion 2½% Loan 1944-49 ..	AO	95	2 12 8	2 18 4
Local Loans 3% Stock 1912 or after ..	JAJO	92½	3 4 10	—
Bank Stock	AO	365½	3 5 8	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3 5 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	110xd	4 1 10	3 13 3
India 3½% 1931 or after	JAJO	92	3 16 1	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108½xd	3 13 9	3 6 9
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101xd	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 9
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50 ..	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102½	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	105	3 6 8	3 3 0
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	101	3 9 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	79	3 3 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91	3 5 11	—
Manchester 3% 1941 or after ..	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003 ..	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73 ..	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	109xd	3 13 5	3 7 0
Do. do. 4½% 1950-70 ..	MN	115xd	3 18 3	3 6 7
Nottingham 3% Irredeemable ..	MN	90xd	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ..	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture ..	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ..	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge ..	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference ..	MA	110½	4 10 6	—
Southern Rly. 4% Debenture ..	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed ..	MA	124½	4 0 4	—
Southern Rly. 5% Preference ..	MA	110½	4 10 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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